

KOLKATA PORT TRUST

FINANCE DEPARTMENT

**15 STRAND ROAD
KOLKATA 700001**

NOTICE INVITING TENDER

TENDER NO. KoPT/KDS/Fin/T/2018-19/6

Date: 16/11/2018

Subject: Tender for APPOINTMENT OF GST AUDITOR FOR THE YEAR 2017-18 IN KOLKATA PORT TRUST (KoPT)

Sealed offers are invited on behalf of Kolkata Port Trust in single part basis for the subject work from reliable, bona-fide and experienced agencies with requisite experience as per Prequalification Criteria stipulated in the Tender Document for “APPOINTMENT OF GST AUDITOR FOR THE YEAR 2017-18 IN KOLKATA PORT TRUST (KoPT)” as per the Bill of Quantities. The Bid Document may be seen from KoPT’s website. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The tender is being published on KoPT website (www.kolkataporttrust.gov.in).

SCHEDULE OF TENDER (SOT)

1.	TENDER No.	KoPT/KDS/Fin/T/2018-19/6 Dated 16/11/2018
2.	MODE OF TENDER	The intending bidders are required to submit their offers physically at the head Office of Kolkata Port Trust.
4.	Estimated Cost Of Work	Rs 1,50,000/- (Rupees one lakh fifty thousand)
5.	Earnest Money Deposit	<p>The intending firms would require to submit an EMD of Rs. 3,000/- (Rs.three thousand only) in the form of DD/ Banker’s Cheque in the name of Kolkata Port Trust along with their offer to KoPT as per NIT otherwise their offer will be summarily rejected. The amount may be remitted to KoPT along with submission of the bid.</p> <p>After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder/s shall be returned after one month from the date of submission of performance guarantee.</p>
6.	Bid Document fee	The intending bidders should submit the tender cost of Rs. 500/- (five hundred) plus GST (non-refundable) separately to KoPT as per NIT; otherwise their offer will be summarily rejected. The

		amount may be remitted to KoPT alongwith submission of the bid.
7.	Date of publication in KoPT website	16/11/2018
8.	Date of NIT available to parties to download	16/11/2018
9.	Date of off-line pre-bid meeting	27/11/2018
10.	Date of submission of offers along with EMD and bid document fee	30/11/2018 (2.00 P.M.) At KoPT Head Office, 15, Strand Road, Kolkata -700001. (Tender Box kept outside the room of Sr. Dy. CAO – I)
11.	Date & time of opening of Bid	30/11/2018 (3.00 P.M.)

EMD deposited by any party other than the bidder, will not be accepted. **Tender Cost** is non-refundable.

Note: 1. In the event of any unforeseen stoppage of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

2. Under no circumstances the Due Date of the Tender will be extended.

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INSTRUCTION TO TENDERERS:

No deviation to the technical and commercial Terms & Conditions will be allowed.

KoPT has the right to cancel this Tender without assigning any reason thereof.

The bidders must submit all the Documents (self-attested) required as per the terms of NIT. Any other document submitted, which is not required as per the terms of the NIT, shall not be considered.

The Bid will be evaluated based on the filled-in technical & commercial formats.

The Documents submitted by bidder(s) will be scrutinized. In case, any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business in KoPT, can also be taken against defaulting bidders.

COMMERCIAL TERMS & CONDITIONS

Concurrence and remarks for all Commercial Terms & Conditions shall have to be submitted along with the offer. Supporting self-attested Documents, wherever necessary, should be submitted. If required, the Bidder/s may be asked to produce the Original documents before the Tender Committee for verification purpose only.

AVAILABILITY OF THE TENDER DOCUMENT:

The complete tender document can be downloaded from Kolkata Port Trust website: www.kolkataporttrust.gov.in .Tender must be submitted in one part only.

SECTION – I

GENERAL INFORMATION AND SCOPE OF WORK

1. Kolkata Port Trust (hereinafter referred to as the Port or KoPT) invites offers for appointment of GST Auditor for the period 01.07.2017 to 31.03.2018 in KoPT to audit the GST transactions as per Section 35(5) of CGST Act 2017.

2. Brief information about the Port:

2.1. Kolkata Port Trust came into existence in the year 1870. It has two dock systems - Kolkata Dock System (KDS) at Kolkata with the oil wharves at Budge Budge and various anchorage points and Haldia Dock Complex (HDC) located at Haldia.

Kolkata Port Trust with its two dock systems is a local authority having a PAN. Kolkata Port Trust is represented by the Board of Trustees and the Chairman who are at full liberty to deal with the revenues and expenditure relating to Kolkata and Haldia in such a way they consider appropriate in the best interest of the Port Trust.

KoPT has a single GST registration number covering both the dock systems. KoPT is also having a single registration number for the purpose of TDS under GST.

KoPT is a service oriented organization which provides port services to innumerable exporters and importers. Hence its main indirect tax liability rises in the field of GST which is around Rs400 crores annually.

2.2. The complete history/profile of the Port is available for viewing on the website at <http://www.kolkataporttrust.gov.in>

2.3. The Port has a computerised system of operations, billing, and accounting at the individual dock level. However, the systems in operation in the two dock systems are different and not integrated.

2.4. The Port pays GST under following 3 categories

- a. Port Service
- b. Renting of Immovable Properties
- c. Other Taxable Services

The Port also pays GST presently under reverse charge mechanism under the following services

- a. Security Service (Business Support Service)
- b. Legal Consultancy Service.
- c. Payment to Govt parties like Railways

2.5. The Port also pays other taxes like Building and Other Construction Workers Cess, and is required to deduct and deposit TDS (IT) and TDS (GST), etc.

2.6 The scope of work for the assignment would be to conduct GST Audit as per Section 35(5) of CGST Act 2017 for the period from 01.07.2017 to 31.03.2018 including reconciliation with accounts.

SECTION – II

TERMS AND CONDITIONS

1. ELIGIBILITY CONDITIONS

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

1.1. The bidder must be either a registered partnership firm or LLP and registered in India and should have been in business of consulting/Auditing/Accounts/taxation services in India at least for the last five years and should have either Head Office or Branch Office available in Kolkata. Copy of Indian registration and other details of offices etc. should be attached.

1.2. The bidder should have an average annual turnover (audited) of not less than INR 10 lakhs in last three financial years i.e. 2015-16, 2016-17 and 2017-18 and should not have negative net

worth in any of the last three years as per latest audited financial statement. This turnover & Net Worth of the firm should be supported by audited annual accounts or certified annual report.

1.3. Out of the two key team members deployed on the project at least one must be employed by the bidder. Both the key team members should be based in Kolkata and should have a professional degree i.e. CA/ CMA and should have relevant experience in the field of indirect taxation. The bidder should provide the list of Key team members who would be deployed on this project along with their resumes.

1.4. The bidder along with member firms working under a common brand name should have at least 2 Qualified Chartered Accountants/ Cost Accountants on their rolls in the area of Taxation/ Audit/ Finance/ Accounting and all such employees must be associated with the firm for a period not less than one year as on 31.03.2018.

1.5. The bidder firm/LLP should have a valid GST Registration Certificate. Copy of GST Registration Certificate is to be attached as proof.

1.6. The bidder firm/LLP/ shall be eligible to take part in the EOI only if it qualifies in all the above mentioned conditions and is not black listed, banned, declared ineligible or debarred and is not in the duration of the currency of such punitive measures from any Major Port/ PSU/ Govt. of India/State Governments /RBI/ICAI/Quasi Govt. Agency and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with The Institute of Chartered Accountants of India/ Institute of Cost Accountants of India. The bidder should not have defaulted in any of the earlier contracts with KOPT, or any company of Government of India or the Union Government and a declaration to that effect is required to be submitted.

2. FORMAT AND SIGNING OF THE OFFER DOCUMENT:

2.1 The offer / bid and all other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the bidder. Such authorisation shall be indicated by written power-of-attorney. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.

2.2 The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the bidder in which case such corrections should be initialled by the person(s) signing the documents..

2.3 The bidder is required to unconditionally agree to the following condition online using his/her Digital Signature:

“Has fully read and understood the entire Tender Document, GCC, and Addenda, if any, downloaded from under the instant tender and no other source, and will comply with the said document, GCC and Addenda.”

3. AMENDMENT OF BID DOCUMENTS

3.1 At any time, KOPT may, for any reason, whether at its own initiative or in response to a clarification sought as per Clause- 8 below, modify bid documents by amendments.

3.2 The amendments shall be updated on the website of KoPT and these amendments will be binding on them.

3.3 In order to provide prospective bidders a reasonable time to take the amendment into account in preparing their bids, the KoPT may, at its discretion, extend the deadline for the submission of bids suitably.

4. DOCUMENTS REQUIRED

4.1 Earnest Money in the form of DD.

4.2 Letter of Authorisation for attending bid opening.

4.3 Annual reports of last three years i.e F.Y. 2015-16 to 2017-18, together with copies of Audited accounts of the Bidder.

4.4 Attested copy of the Certificate of Incorporation with the copy of Articles and Memorandum of Association of the limited company or Partnership Deed or LLP Deed as the case may be.

4.5 GST Registration certificate (if applicable).

4.6 Organizational chart and infrastructural details of the firm.

4.7 Bid form.

4.8 List of clients as per eligibility conditions along with performance certificates from clients.

4.9 Documents of proof as required in the Eligibility Criteria for each sub clause (Clause no. 1 of Section III above).

4.10 Checklist at Annexure 6 duly filled up.

4.11 EPF & ESI No & proof of payment for its employees (if applicable). If not applicable, the same should be clearly mentioned.

4.13 Photocopy of PAN.

4.14 Name of the Bank, Branch, MICR Code, IFS Code & Account no for e-payment.

4.15 General Power of attorney in favour of the signatory in case of Partnership firm/Registered Company/ LLP duly notarised given by at least two partners or by the resolution of the board given by authorized director(s).

5. BID PRICES

Price Bid as per format given as 'Bill of Quantity' of the tender document with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER should be submitted to the office of the Financial Adviser & Chief Accounts Officer located at 15, Strand Road, Kolkata – 700001..

5.1 The bidder shall give the quote the fees on “%”increase/decrease on Base Audit Fees of Rs.1.50 lacs without GST for the total work of GST Audit for the period from 01.07.2017 to 31.03.2018 in KOPT and the offer shall be firm in Indian Rupees and payment will also be done in Indian rupees only by KOPT. The amount quoted shall be excluding GST which will be payable extra as per prevailing rate. However, the quoted rate should include all other taxes and service charges which should be clearly indicated.

5.2 The amount approved by KOPT for the work will be all inclusive except GST which will be paid at the rate applicable as per law at the time being in force. The rates shall include the following:

5.2.1 Salaries including all fringe benefits and statutory payments payable to all the resources required for the subject work.

5.2.2. The rates shall be inclusive of all out of pocket expenses the bidder may incur for carrying out the job and NO EXTRA charges, whatsoever, shall be payable for the same & for any other reason whatsoever.

5.2.3 The entire job will be done centrally at KoPT Offices at Kolkata and Haldia and rate should be inclusive of Accommodation, Travel Ticket, Airfares, Train fares, Halting expenses, Transport, Lodging, Boarding etc. In case dock visits are required, the dock permits for the officials of the consultant shall be issued on chargeable basis.

However, KoPT shall provide transport for the officials of the auditor for movement between Kolkata and Haldia as well as movement within Haldia for the work, at its cost. Further, subject to availability, accommodation at KoPT’s Guest House (both boarding and standard lodging) shall be provided to the officials of the auditor deployed for the work at Haldia free of cost.

5.3. The entire work of Audit including uploading the report shall have to be completed within 30 days of award of the job.

5.4. The EMD and Tender Fee / Cost of Tender should be put in a separate envelope and the offer along with supporting documents should be put in another envelope together with a Covering Letter and should be enclosed in an outer cover and sealed, which should be superscripted with the Name of Bidder, Tender Number and Subject.

5.5. Price must be quoted in Indian Rupees Only

5.6. The price bid should be towards the services required to meet the terms & conditions of the tender.

5.7. EOI will be decided on the basis of lowest amount quoted on “%”increase/decrease on Base Audit Fees of Rs.1.50 lacs without GST.

6. EARNEST MONEY

6.1 The intending firms are required to submit an EMD of Rs. 3,000/- (Rs. Three thousand only) in the form of DD/ Banker's Cheque in the name of Kolkata Port Trust along with their offer. Bid received without earnest money shall be rejected summarily.

6.2 The earnest money of the unsuccessful bidder will be returned as promptly as possible, but not later than 30 days after issue of work order to the eligible bidder after the expiry of the period of the bid validity prescribed by the KoPT.

6.3 The successful bidder's earnest money will be discharged upon the bidder's acceptance of the LOA satisfactorily and furnishing the performance security.

6.4 The earnest money may be forfeited:

(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or

(b) In the case of successful bidder, if the bidder fails:

(i) to sign the contract

or

(ii) to furnish performance security

(c) In both the above cases, i.e. 6.4 (a) & (b), the bidder will not be eligible to participate in a EOI for same services for one year from the date of issue of LOA.

7. PERIOD OF VALIDITY OF BIDS

7.1 Bid shall remain valid for 2 months from the date of opening of bids prescribed by the KoPT. A bid valid for a shorter period shall be rejected by the KoPT being non-responsive.

7.2 In exceptional circumstances, the KoPT may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided shall also be suitably extended. The bidder may refuse the request and in that event, it will not cause forfeiture of the bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

8. PRE - BID MEETING

A pre-bid meeting will be held in the office of the FA&CAO. Prospective bidders may attend the meeting to get a better understanding of the scope of work. Clarifications will be issued against written queries which will form part of the NIT.

9. AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS

At any time prior to the last date for receipt of the bid, KoPT, may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective bidder, modify the tender document by an amendment. The amendment will be notified by posting the same on the official website through corrigendum. In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, KoPT, may, at its discretion, extend the due date for the submission of the bid and the same will be notified on the website. KoPT, at its discretion, may extend the due date and time for submission of bids.

10. BID OPENING AND EVALUATION

10.1 EOI will be opened in the office of Financial Adviser & Chief Accounts Officer, 15, Strand Road, Kolkata 700 001, on the stipulated date and time.

10.2 The KoPT shall open technical bids in the presence of bidders or their authorized representatives who choose to attend, at the stipulated date and time. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

10.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

10.4 The bidder's name, modifications, bid withdrawals and such other details as the KoPT, at its discretion, may consider appropriate will be announced at the time of opening.

10.5 The date fixed for opening of bids, if subsequently declared as holiday by the KOPT, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered without any further notice.

11. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

11.1 KoPT shall evaluate the bids to determine whether they are complete in all respects, whether the documents have been properly signed and whether the bids are generally in order.

11.2 Prior to the detailed evaluation, KoPT will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The KoPT's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

11.3 A bid, determined as substantially non-responsive will be rejected by the KOPT and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

11.4 KOPT may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder. The decision of the KoPT shall be final.

11.5 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail. If a bidder does not accept the correction of the errors, its bid will be rejected.

11.6 The KOPT shall evaluate in detail and compare the bids previously determined to be substantially responsive for technical compliance.

11.7 The evaluation and comparison of technically compliant & responsive bids shall be done on the quoted price excluding the GST of the services offered as indicated in the Financial Bid in Part B of the EOI Documents.

11.8 Evaluation of price bids and ranking of the bidder will be done on total value quoted by bidder excluding GST.

12. AWARD OF CONTRACT/ AWARD OF WORK

12.1 KOPT shall consider for award of work only those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services offered are as per EOI specifications and the award will be made only on the basis of evaluation of bids, to the lowest quoted bidder, out of such technically eligible bidders.

12.2 KOPT is not bound to accept the lowest or any Bid and reserves to itself the right to accept or reject the whole or any part of the Bid. The bidders shall deliver the services as decided by the KOPT at the approved rates.

12.3 Payment will be released after completion of audit, uploading the report and on submission of bill. If performance of the bidder is not satisfactory at any point of time, KOPT reserves the right to cancel the uncompleted portion of the contract. The bidder shall not approach the court against the decision of KOPT in this regard.

13. LETTER OF INTENT/ LETTER OF AWARD OF WORK (LOA):

13.1 The letter of intent shall constitute the intention of the KOPT to issue a letter of award of work to the successful bidder(s).

13.2 The bidder shall, within seven (7) days of the issue of the LOA, communicate his acceptance and shall also furnish Performance Security in the prescribed format of the EOI document. The bank guarantee shall be from any scheduled bank only and encashable at Kolkata. The successful bidder shall be required to submit duly signed Letter of Acceptance (Annexure - 5) on issuance of work order. The signing of Letter of Acceptance shall construe as acceptance of all the Terms and Conditions and all clauses laid down in the tender including Price Bid and work order. The successful bidder shall commence working on the assignment immediately.

13.3 Failure to comply with the requirement of clause 13.2 shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security in which event the KoPT shall feel free to issue a letter of award of work to other bidder(s) or call for fresh bids.

14. SIGNING OF CONTRACT

14.1 The issue of letter of award of work shall constitute the award of contract on the bidder.

14.2 Upon the successful bidder furnishing performance bank guarantee pursuant to clause 13.2 of Section II, the KOPT shall refund the earnest money and sign a Service Level Agreement with KOPT.

15. RIGHT TO CANCEL THE CONTRACT

The KOPT shall have the right to cancel the contract wholly or in part in the event it is obliged to do so, on account of any decline, diminution, curtailment or stoppage of the work(s). In that event, this will be mutually discussed and settled depending upon the status of the contract and decision of the KOPT shall be binding upon the bidder.

16. NON PERFORMANCE

16.1 KOPT reserves the right to disqualify the bidder for a suitable period that has failed or fails to undertake the job in accordance with the timelines agreed to and also during the course of the performance does not produce the results required and expected as per the contract terms and conditions deliver on time.

16.2 KOPT reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

17. COMMENCEMENT OF CONTRACT

The successful bidder shall commence the work immediately on award of the contract.

18. MILESTONES, DELIVERABLES, BILLING, PAYMENT & OTHER FACILITIES

Filing of GST Audit Report along with Reconciliation with Annual Accounts on year to year basis	Successful upload of GST Audit Report along with other deliverables as stated by the GST Laws	Scheduled date of Filing of GST Audit Report along with enclosures	100% of Audit Fees.
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18.1. Payment against successful upload of GST Audit Report along with other deliverables as stated by the GST Laws, payment shall be released within 30 (Thirty) days from the date of receipt of bills complete in all respects supported with sign off/deliverable completeness and on successful rendering of service as per deliverables mentioned above. Deliverables are to be duly signed off by KoPT. Invoice should be submitted to FA&CAO.

18.2. The bidder shall note that any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

19. DISQUALIFICATION:

The bidder is liable to be disqualified if:-

19.1. Tender document is not submitted in accordance with terms and conditions of the Tender Form.

19.2. The proposal is not accompanied by Tender Fee and Earnest Money Deposit

19.3. During validity of the quotation period or its extended period, if any, the Bidder increases his quoted prices.

19.4. The Bidder qualifies the Tender with his own conditions.

19.5. Tender document is received in incomplete form including price bid.

19.6. Tender document is received after due date and time.

19.7. Information submitted in Technical Bid is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period if any.

19.8. While processing the tender documents, if it comes to the knowledge of KoPT that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender. All such bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.

19.9. If any alteration is found in the tender document downloaded from KoPT/NIC Website, the submitted tender is liable to be rejected.

20. The bidder cannot sub-contract any part of the work after contract is awarded.

21. The bidder will be single point responsible for entire work under tender, The bidder must sign the acceptance form for the same as per Annexure - 4.

22. The submission of a tender by a bidder implies that he has read these instructions and has made himself aware of the scope of work and the conditions of contract and the Port will not therefore, pay any extra charges on any account in case the bidder finds later on to have misjudged the conditions.

23. CHANGE IN OWNERSHIP

If any change takes place in the ownership or partnership of tenderer's firm, KoPT should be intimated immediately of such changes, failing which, all payments will be withheld and KoPT may terminate the contract as may be deemed necessary in view of changed/alterd scenario.

24. NATIONAL SECURITY

While evaluating proposals, regard would be paid to national defence and security considerations. The Corporation shall not be responsible for breach of law, if any, by the bidder.

25. TERMINATION CLAUSE

KoPT reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:

25.1. If the bidder is adjudicated insolvent by a Competent Court or files for insolvency or the successful bidder is ordered to be wound up by a Competent Court.

25.2. If the bidder commits any material breach of the terms of this contract or any other contract with KoPT.

25.3. In case of breach of any terms and conditions of the Tender / contract, KoPT reserves its right to terminate the contract and the Performance Bank Guarantee would stand forfeited.

25.4. If any charge sheet is filed by a competent authority of the Government against the bidder.

25.5. It is to be clearly understood by the successful bidder that if a charge-sheet is filed by any competent authority of the Government against the successful bidder, the successful bidder is obliged to notify KoPT within 7 (seven) days of filing of the charge sheet. Failure to do so shall result in

forfeiture of all payments due to the successful bidder for services rendered after the date of filing of the charge-sheet.

25.6. Exit Clause – KoPT, at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving Fifteen (15) days' notice to the bidder.

The decision of KoPT in terminating the contract will be final and binding on the successful bidder.

26. SECURITY DEPOSIT / PERFORMANCE SECURITY

26.1. The successful bidder will have to submit a Security Deposit / Performance Security, which will be equivalent to 10% of the value of the contract in the form of Banker's Cheque/ Bank Draft issued by any scheduled Bank of India in favour of 'Kolkata Port Trust' and payable at Kolkata. Alternatively, the Performance Bank Guarantee may also be submitted in the form of Bank Guarantee. The Performance Security shall have to be deposited within 7 days of receipt of Letter of Intent.

26.2. The Bank Guarantee towards Security Deposit / Performance Security (format as per Annexure 3 attached) should be irrevocable and drawn on any Nationalised / Scheduled Bank in favour of Kolkata Port Trust, payable at Kolkata which should be valid for period of 3 months, extendable if required, towards satisfactory performance of the contract.

26.3. In case of termination of the contract for any reason, except for the reason stated in clause 31.6 above, the performance bank guarantee shall stand forfeited, either wholly or partly and the bidder shall have no claim whatsoever against KoPT in consequence of such termination of the contract.

26.4. In the event the bidder gives up the work before expiry of the contract including extension periods, if opted by KoPT, or is unable to service the contract for whatever reason, the performance bank guarantee shall stand forfeited.

26.5. KoPT shall also be entitled to make recoveries from the bidder's bills, Security Deposit/Performance Guarantee or from any other amount due to him, against any over payment made not due to bidder due to inadvertence, error, collusion, misconstruction or misstatement.

26.6. The Security Deposit paid by the bidder towards satisfactory performance of the contract shall, subject to deductions, if any, be returned to him after three months on expiry of the contract.

27. CONFIDENTIALITY

27.1. The information/documents made available to the Consultant during the period of this assignment shall be treated in strict confidentiality and shall not be made available outside the firm. without specific consent of KoPT. Upon successful completion of the contract, KoPT shall own the final deliverables submitted to KoPT.

27.2. The reports, if any, submitted by the consultant shall be the exclusive property of KoPT. The KoPT can, at its own discretion and rights, furnish the copies of reports to any connected person, firm, Corporation or Authority, etc. However, the bidder will not be liable to such parties under any circumstances.

28. LIMITATION OF LIABILITIES

KoPT reserves the right to claim for the consequential losses suffered by the Port for non-compliance of the contract on the part of the successful bidder. The bidder's liability for such damages under the contract shall not exceed the total contract value of the contract. However the limitation of liability is not applicable for the cases where it is found and proved that the liability is arising out of an action performed with mala-fide intention / fraud.

29. EMPLOYMENT

It has to be clearly understood by the successful bidder that the award of contract, if any, against this Tender shall be for a limited period as specified in the Tender. The professionals/ workers employed by the successful bidder to perform the contract if awarded shall be the employees of the successful bidder and the successful bidder alone shall be liable to pay the salaries, fees and all other payments as may be due to the professionals and KoPT shall in no way be liable for the same. The successful bidder shall also comply with all the provisions under the laws of the land pertaining to his/their professionals and their employment for the purpose of performing the contract, if awarded against this EOI, and the successful bidder shall also indemnify KoPT for any claims whatsoever made by such professionals against KoPT in that behalf.

30. FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its obligations under this Tender and subsequent contract to the extent such failure or delay or both is caused, directly or indirectly, without fault of such party, for any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of God, acts of the state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental action (each a force majeure event). Any Party so delayed in its performance shall immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary support. However the party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such event. If under this clause either party is excused performance of any obligation for a continuous period of 15 days, then the other party may at any time hereafter while such performance continues to be excused, terminate the proposal or contract without any liability by notice in writing to the other.

31. JURISDICTION

This agreement including all matters connected with this Tender/ contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of High Court of Calcutta.

32. ARBITRATION

Any dispute or difference whatsoever arising between the Tenderers out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the

date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/nominated by the KoPT.

The venue of the said Arbitration shall be at Kolkata.

And the provision of THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT 2015 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

SECTION – III

PART A - TECHNICAL BID (To be submitted by the bidder)

Format for submission of Technical Bid

1. Name of Company /Firm/LLP	
2. Headquarters / Address	
3. Telephone Nos.	
4. Mobile Nos.	
5. Email Address(es)	
6. If Headquarters is not in India, Address of the Company/Firm in India and details of Indian registration	
7. Date of incorporation of the firm/ LLP with details.	
8. Presence and locations of Offices in Kolkata	
9. Comprehensive details of experience in providing consultancy in the field of indirect taxation services	
10. The detail of bidder's experience in support of claim of satisfying the prequalification criteria prescribed in the Tender (Client certificate is to be submitted). Note: If required, separate sheets may be enclosed.	
11. Details of Expertise and experience of team members / professionals to be	

deployed for the project.	
12. Details of qualified professionals.	
13. Name & Designation of the authorized signatory	
14. Tender Fee Details: DD No: Amount: Rs. Date of Issue: Drawn on:	
15. Detail of EMD (to be submitted in technical bid only) DD No: Amount: Rs. Date of Issue: Drawn on: Bank Guarantee Details	
16. Average Turnover of company/Firm for last three years with details as per latest audited statement of accounts or certified copy of Annual Report/ Balance Sheet	
17. Permanent Account No. (Attach Copy)	
18. GST Registration No.	
19. Details of near relatives working in KoPT if any and declaration about black listing etc.	
20. Name and Mobile No. of Contact person	
21. EPF & ESI No. if applicable. If not applicable, the same should be clearly indicated.	

I / We agree to

- 1) Deliver all the deliverables mentioned under Clause 18 of Section II of this E O I
- 2) The condition that KOPT will provide space, connectivity, raw power supply, the access and media links to the appropriate network element(s) to facilitate the provision of the services and may provide the requisite Public IP addresses also, if required.
- 3) Comply with all terms & conditions of E O I.

(Signature of Authorised Signatory)

PART B – PRICE BID
(To be submitted by the bidder)

Format for submission of Price Bid

Fees to be submitted on “%”increase/decrease on Base Audit Fees of Rs.1.50 lacs without GST

Sl. No.	Base Fees	% (+/-) on Base Fees	Basic Fees as per quoted percentage	GST @18%	Total
	Rs. 1,50,000/-				

Note:

1. The above fee is inclusive of all charges including out-of-pocket expenses etc. and all applicable taxes except GST which will be paid extra. No out-of-pocket expenses shall be paid separately. However, any tax included in the fees shall have to be disclosed.
2. TDS as applicable shall be deducted and certificate as required by the Income-tax Act 1961 shall be issued.
3. TDS under GST shall be deducted and certificate as required under the GST regulations shall be issued.
4. The above quoted fees are fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.
5. The above quoted fee is all inclusive, no separate payment shall be made for TA/DA, boarding, lodging, etc. However, the transport between Kolkata and Haldia shall be arranged by KoPT for the consultant's personnel for visiting Haldia at KoPT's cost. In addition to the same, free boarding and lodging shall also be provided in the KoPT's Guest House at Haldia.

(Signature of Authorised Signatory)

Name.....

Official Seal

ANNEXURE - 1

GENERAL CONDITIONS OF CONTRACT

BIDDERS MAY SEE THE GENERAL CONDITIONS OF CONTRACT FROM THE WEBSITE OF KOLKATA PORT TRUST.

AGREEMENT TO TERMS AND CONDITIONS

To,

Financial Adviser & Chief Accounts Officer
Kolkata Port Trust
15, Strand Road
Kolkata – 700001.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide servicesin conformity with the said drawings, conditions of contract and specifications for the sum shown in the price schedule attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, to commence deliveries / service within two weeks and to complete delivery/service of all the items specified in the contract as per the delivery schedule laid out in the EOI document.
3. If our bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 180 Days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Work/Work Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated thisday of2017

Name and Signature.....

In the capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature.....

FORMAT OF BANK GUARRANTEE

Draft Proforma of Bank Guarantee to be issued by the Kolkata Branch of any nationalised Bank of India on Non-Judicial Stamp Paper worth at least Rs. 100/-, in connection with the NIT

To,
The Board of Trustees
for the Port of Kolkata.

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate - duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to hand over the work order to Shri/ Messrs, a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to a "The Contractor") for thorough repair, under the terms and conditions of the contract made between the Trustees and the Contractor, for "" 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, Kolkata, 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, Kolkata, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,.....Branch, Kolkata, shall have no right do decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,..... (Name of Bank), Branch, Kolkata, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,.....Branch, Kolkata, 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, Kolkata, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,..... Branch, Kolkata, 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, Kolkata, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Branch, Kolkata, 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 ofday of20..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,.....Branch,Kolkata, 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,Kolkata, 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, Kolkata, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance, 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, Kolkata.

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

SIGNATURE.....
NAME.....
DESIGNATION.....
(Duly constituted attorney for and on behalf of)
BANK.....
BRANCH.....
KOLKATA.....

(Official seal of the Bank)

ACCEPTANCE OF SINGLE POINT RESPONSIBILITY

Our Firm/LLP/Company accepts that we shall be solely responsible for performance of services as required by the scope of work mentioned in this tender within the stipulated time.

Date:

Authorized Representative Signature:

Place:

Name:

Designation:

Firm/LLP/Company Name:

Seal of Firm/LLP/Company

LETTER OF ACCEPTANCE

Date:

To,
The Financial Adviser & Chief Accounts Officer,
Kolkata Port Trust,
15, Strand Road,
Kolkata 700001.

EOI Ref. No.:-

Sub: Letter of Acceptance for the services to be rendered under Tender for Implementation of GST in Kolkata Port Trust

Dear Sir,

M/s..... (Name of the Successful Tenderer), a company, (give details if not a Company under Company Act, 2013) having its registered and corporate office at (Address of the Successful Tenderer), (hereinafter referred to as "our constituent" which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns) hereby accepts the contract awarded to us by Kolkata Port Trust vide their Work Order No..... dated..... for providing services as detailed in the EOI.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: (a) All the clauses of the Tender No. _____ dated and all its addendums/modifications (b) The Bid form submitted by the tenderer and subsequent amendments, as a result of negotiation with the successful tenderer, made into it, as accepted by KoPT. (c) Work Order no. dated

The Tender including Commercial Bid submitted by M/s..... (Name of the Successful Tenderer), together with the written acceptance above and Purchase Order issued shall constitute a binding Contract between M/s..... (Name of the Successful Tenderer) and Kolkata Port Trust.

Yours faithfully,

For and on behalf of the M/s..... (Name of the Successful Tenderer),

(Signature)

Designation

(Address of the Successful Tenderer)

Annexure - 6

LIST OF DOCUMENTS TO BE ATTACHED

Sl. No.	Documents	Tick
1	Checklist (Annexure 6) duly filled up	
2	Tender fee in the form of DD	
3	Earnest Money in the form of DD.	
4	Letter of Authorisation for attending bid opening.	
5	Annual reports of last three years i.e F.Y. 2015-16 to 2017-18 together with copies of Audited accounts of the Bidder.	
6	Attested copy of the Certificate of Incorporation with the copy of Articles and Memorandum of Association of the limited company or Partnership Deed or LLP Deed as the case may be.	
7	GST Registration certificate (if applicable).	
8	Organizational chart and infrastructural details of the firm.	
9	Bid form.	
10	List of clients as per eligibility conditions along with performance certificates from clients. Copies of documents to be attached.	
11	Documents of proof as required in the Eligibility Criteria for each sub clause (Clause no. 1 of Section III above).	
12	EPF & ESI No & proof of payment for its employees (if applicable).	
13	Photocopy of PAN.	
14	Bank details for e remittance in prescribed format given at Annexure 9 .	
15	General Power of attorney in favour of the signatory in case of Partnership firm/Registered Company/ LLP duly notarised given by at least two partners or by the resolution of the board given by authorized director(s).	
16	Agreement to terms & conditions in the prescribed format at annexure 2.	
17	Letter of Acceptance for single point responsibility in the format prescribed at Annexure 4.	
18	Letter of acceptance of the terms and conditions in the prescribed format at Annexure 5.	

AGREEMENT FORMAT

AGREEMENT

This Agreement made on thisday ofTwo Thousand fifteen between M/s..... (here in after called as "...contractor....." which expression shall include its successors and assignees) of the **ONE PART** and Kolkata Port Trust (Hereinafter called "KoPT" which expression shall include its successors & assignees) of **OTHER PART**.

Whereas KoPT has accepted the proposal of the bidder for implementation of GST for total charges of Rs:...../- (Rupees). And whereas the parties hereto now agreed to enter into this contract for the said job in the manner here in after appearing.

NOW THIS CONTRACT WITNESS AS FOLLOWS :

1. That the bidder shall truly & faithfully carry on the said job in proper manner and as per EOI for implementation of GST at KoPT.
2. The Bidder has to deliver the services as defined above within the stipulated time period from the date of letter of award of work otherwise PBG/security deposit will be forfeited and offer will be treated as cancelled.
3. This contract agreement shall be in force from the date of entering in to the contract till successful completion of the project.
4. In the event of the Bidder contractor's business being dissolved/wound up or becoming insolvent or going into liquidation or if the Bidder contractor shall cease to carry on its business or is unable to pay the dues of more than Rs:1,000/- to its creditors and any receiver is appointed and/or any attachment/distress warrant is levied in respect of its any assets/properties or if there is any operational statement, the KoPT shall then or any of such events/happenings entitled to terminate this contract with or without notice and pay its lawful dues up to the date of such termination. The Bidder will have no claim whatsoever against KOPT thereafter. It is without prejudice to KoPT's any other legal remedies for any antecedent breach of the contract.
5. Any time or indulgence granted by KoPT will not be deemed to be a waiver on its part or act as an estoppels preventing/prejudicing KoPT from advancing any claim for damages or otherwise against the Bidder contractor under the law or under this agreement.
6. In the event of any doubts, disputes or difference arisen out of or touching upon this agreement or in connection herewith or for performance of the Bidder contractor's obligation/s or for determination of rights and liabilities of either or both the parties hereto or the interpretation, of any clause, provision or condition of this Agreement (except as to any matters the decision of which is specially provided by those or any special conditions hereunder) during the continuance or expiration of this Agreement, the same shall be referred to the sole arbitration of the Chairman, KOPT, or its nominee. The award of the Arbitration shall be final and binding on both the parties and the Arbitration shall be conducted according to the Arbitration Act 1996 or

any statutory modification or re-enactment thereof.

7. The venue of arbitration shall be Kolkata the place where the contract has been signed or such other place as the Chairman KOPT at his discretion may determine. In this clause the expression "Chairman, KoPT" includes any other officer who is for the time being administrative head of the KoPT whether in addition to other functions or otherwise.
8. Neither KoPT nor the Bidder contractor shall be liable to each other for the delay in or failure of performance of their respective obligations under this agreement caused by occurrences of events beyond the control of the parties known as force majeure including but not limited to fire (including failure or reductions) acts of God, act of public enemy, war, riots, strikes, lock-outs, sabotage, any law status or ordinance order action or regulations of the Governments or any agencies thereof or any other local authority, or any compliance therewith or any other causes, contingencies or circumstances similar to the above. On the happening of the one or any more of the above event, either party shall promptly but not later than twenty days thereafter notify in writing to other of the commencement and cessation of such status/tenure of force majeure condition or the beyond three months then both the parties will discuss to find out a fair and equitable solution to solve the stalemate or for termination of this agreement or otherwise decide the course of action so that KoPT's interest may not suffer adversely.
9. Nothing contained in the last precedent clause shall, however, be deemed to affect the right of KoPT or preclude them for or from termination of this agreement in case no such effective and mutually acceptable solution is found regardless of the fact that KoPT has entered into this agreement and that the obligations of the parties shall be extended for the duration of the period of force majeure or the said contingency by KoPT if and only if the notices as required under clause 8 above are given in time by the party concerned/affected and the contingency is established, if so required by the other party.

IN WITNESS whereof the parties executed this agreement on the day and year first above written.

SIGNED AND DELIVERED FOR AND
ON BEHALF OF THE ABOVE NAMED
BIDDER__ contractor _____

SIGNED AND DELIVERED FOR AND
ON BEHALF OF THE ABOVE NAMED
KoPT.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
Financial Adviser & Chief Accounts Officer
Kolkata Port Trust
15, Strand Road
Kolkata – 700001.

Subject : Authorization for attending bid opening on
_____ (date) in the EOI of
_____.

Following persons are hereby authorized to attend the bid opening for the EOI mentioned above on behalf of _____ (Bidder) in order of preference given below.

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signatures</u>
----------------------------	-------------	----------------------------

I.

II.

Alternate
Representative

Signatures of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder.

- Note :
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received.

BANK DETAILS FOR E-REMITTANCE

(TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD)

Name:

FULL Address:

Name of the Bank:

Bank Account Number (in which the Bidder wants remittance against invoices):

Type of Account (Current/Savings):

Name of the Branch:

Address of the Bank Branch:

Bank Code (IFSC/RTGS/NEFT)

Signature of Vendor with Official Seal