

NOTICE INVITING E-TENDER

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT), from the intending bidders having following Pre-qualification Criteria for carrying out the **EMERGENCY DRY DOCKING OF TUG BIJOY SINGHA FOR URGENT REPAIRING ON HER PROPULSION UNITS** of Haldia Dock Complex, Kolkata Port Trust.

1.1 Pre-qualification Criteria :

Any Firm or Association of Firms acting jointly and severally [in the form of Consortium / Joint Venture Agreement] fulfilling the following criteria, will be considered eligible.

1.1.1 Criteria with respect to experience :

Experience of work, which involves – Repairs of IV / MS Class Vessels of 1000 HP or more in dry dock concerning repair of Hull & Machineries during last **7 years**, ending on 30.06.2017 [i.e. from 01.07.2010 to 30.06.2017], fulfilling any one of the following criteria:-

- i) Three completed works having contract value not less than **Rs 12,82,000.00 (Rupees Twelve lakhs fifty Nine thousand and Six hundred)** only.
Or
- ii) Two completed work having contract value not less than **Rs 16,03,000.00 (Rupees Fifteen lakh Twelve thousand)** only.
Or
- iii) One completed work having contract value not less than **Rs 25,64,800.00 (Rupees Twenty four lakhs Nineteen thousand and Two hundred)** only.

Documents viz. order letter(s) and successful completion certificate(s) along with the format for 'Experience Details of the Bidder', as per **Annexure – VII**, duly filled in, are to be submitted [duly signed and stamped by the bidder] in support of experience of the bidder.

1.1.2 Criteria with respect to financial capability :

Average Annual Financial Turnover of **Rs 9,61,800.00 (Rupees Nine lakh Seven thousand and Two hundred sixty nine)** only during the last three financial years ending 31.05.2017.

Copies of audited Annual Accounts including the **Balance Sheet** and **Profit and Loss Statement** for the last 3 financial years ended on 31.05.2017 are to be submitted [duly signed and stamped by the bidder] in support of financial capability of the bidder. The auditor, in all such cases, must be a qualified Chartered Accountant.

In case of Technical Collaboration / Joint Venture Agreement, above documents for all the partner(s) for the above-said periods are to be submitted [duly signed and stamped by the bidder].

1.1.3 Criteria for Association of Firms acting jointly and severally :

In case of Association in the form of Consortium or Joint Venture Agreement, the members of the Association should nominate one of the members as "Lead Partner" for participating in the Tender and signing all the documents related therewith, up to signing of agreement and execution thereof (in case of award of contract). All the partners of the Association must also be jointly and severally responsible for satisfactory performance of the contract.

1.1.4 Mode of submission of documents in respect of Pre-qualification Criteria: All documents in support of Pre-qualification Criteria as per Clause No. 1.1 must be signed by the bidder under their official seal, scanned and uploaded.

1.2 Submission of other documents :

Besides documents in respect of Pre-qualification Criteria, the following documents should also be signed under their official seal, scanned and uploaded by Individual Firm or Lead Partner –

- 1.2.1 Recent **Profession Tax Payment Challan**, if applicable.
- 1.2.2 **Employees' Provident Fund (EPF)**: Proof of registration of their establishment under the provision of **Employees' Provident Fund & Miscellaneous Provisional Act** and recent **Challan**, if applicable. If this is not applicable, documentary evidence to establish non-applicability of the same to be submitted in the Techno-Commercial Bid.
- 1.2.3 **Employees' State Insurance**: All intending bidders shall have to submit necessary documents along with their techno-commercial offer as to whether they are covered under ESI Act or not. If they are covered under the said Act, proof of registration of their establishment under the provision of **Employees' State Insurance Act** and recent **Challan** are to be submitted. If they are not covered under ESI Act or exempted, necessary documents along with an **affidavit** affirmed before a First Class Judicial Magistrate to that effect are to be submitted. Such affidavit(s) will be examined by KoPT and the bidder(s) must abide the observation/recommendation in this regard. All documents in this regard shall have to be submitted in the Techno-Commercial Bid.
- 1.2.4 **Valid Trade License.**
- 1.2.5 **GST Registration No.**
- 1.2.6 A declaration to be furnished as per **Annexure – VI.**
- 1.2.7 **Form of Tender**, duly filled in, signed and stamped by the competent authority of the bidder as per **Annexure – V.**
- 1.2.8 In case the bidder has a Joint Venture Agreement/Technical Collaboration Agreement / Licensing Agreement with other firms, then the bidder should submit documents in accordance with **Clause No. 2.10.**
- 1.2.9 General information about the bidders as per the specified format in **Annexure – VIII.**
- 1.2.10 If any bidder has a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** with other firm(s), information for all the **Technical Collaborator(s) / Licensor(s) / Partner(s)** should be submitted as per **Annexure – XII.**
- 1.2.11 Copy of Partnership Deed in case of a Partnership Firm [duly signed and stamped by the bidder].
- 1.2.12 Memorandum of Association and Articles of Association and Certificate of Incorporation/Partnership Deed etc. /or any such relevant document as applicable.
- 1.2.13 Power of Attorney from the competent authority of the bidding firm, in connection with **Clause No. 2.10 and 2.11.**
- 1.2.14 **Preamble of PRICE SCHEDULE** as per **Annexure – XIII.**
- 1.2.15 **UN-PRICED PRICE SCHEDULE** as per **Annexure – XIII.**
- 1.2.16 Details of key personnel involved in administration and execution of the subject work till completion, as per **Annexure – XV.**
- 1.2.17 Valid NSIC Certificate for MSEs with list of items registered, if applicable.
- 1.2.18 Scheme of work including Bar Chart for the entire work.
- 1.2.19 All other required documents as mentioned in this Tender Document.

SCHEDULE OF TENDER (SOT)

1	Name of work	Carrying out the EMERGENCY DRYDOCKING OF TUG BIJOY SINGHA FOR URGENT REPAIRING ON HER PROPULSION UNITS of Haldia Dock Complex, Kolkata Port Trust.
2	E-Tender/Event No.	KoPT/Haldia Dock Complex/MO Div/5/17-18/ET/196
3	Reference Tender No.	MMO/22-B/CRFT/B.SINGHA/D.DOCK/1019
4	Availability of the Tender Document	<p>The Tender Document (in full) may be seen from any one of the following Websites,</p> <p>i) Kolkata Port Trust (KoPT) : http://www.kolkataporttrust.gov.in</p> <p>ii) Central Public Procurement Portal (CPPP) : http://eprocure.gov.in</p> <p>iii) MSTC Limited : http://www.mstcecommerce.com/eprochome/kopt</p> <p>Corrigenda or clarifications, if any, shall also be hoisted on the above mentioned websites.</p>
5	Mode of tender	<p>e-Procurement System (Online Part I - Techno-Commercial Bid and Part II – Price Bid) through the following website of MSTC Limited: http://www.mstcecommerce.com/eprochome/kopt</p> <p>Although the bidders may see the Tender Document from the websites as mentioned under Sl. No. 4, above, but the intending bidders can only submit their offer electronically through the abovementioned website of MSTC Limited. No physical tender would be accepted by Haldia Dock Complex, Kolkata Port Trust.</p>
6	Bid Document Fee	<p>The intending bidders should submit Bid Document Fee of INR 1,000.00 (Rupees One Thousand) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) under the icon: " HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid</p>

		<p>Document Fee Through Axis Bank Gateway" section of the tender document.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. :</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) URN No.:</p> <p>f) Date of payment:</p>
7	Earnest Money Deposit	<p>The intending bidders should submit Earnest Money of INR 64,120.00 (Rupees Sixty Thousand And One Hundred Twenty 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 <u>Axis Bank Payment Gateway only</u>. No other method of payment of EM shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: "<u>HDC EMD/Tender Fee Payment</u>". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document.</p> <p>Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. :</p>

		c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:
8	Exemption	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from payment of Bid Document Fee and Earnest Money Deposit. In such case, the concerned bidder should upload the necessary documents, i.e. valid NSIC Certificate for MSEs with list of items registered, duly signed under their official seal in his techno-commercial bid as per Clause No.1.2.17 .
9	Transaction Fee	Rs. 1,892.00 (Rupees One Thousand Six Hundred & Three) only has to be paid towards Transaction Fee including all in favour of MSTC LIMITED by NEFT/RTGS (Please refer to Clause. No. 4 of Annexure – I).
10	Date of NIT available to parties to download	From 25.07.2017
11	Pre-Bid Meeting date & time.	01.08.2017 at 1200 hours (Pre-Bid Meeting will be offline)
12	Last date of submission of EMD & Bid Document Fee through RTGS/NEFT to HDC, KoPT	Before final submission of the bid. (The bidder has to ensure submission of UTR in respect of EMD & Bid Document Fee during submission of the bid on line).
13	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<u>Three working days before the last date of closing of online bidding for the e-tender.</u>
14	Date of starting of e-Tender for online submission of Techno- Commercial Bid and Price Bid at the following website of MSTC Limited: http://www.mstcecommerce.com/eprochome/kopt	<u>03.08.2017 at 10:00 Hrs.</u>
15	Date of closing of online e-tender for submission of Techno-Commercial Bid and Price Bid.	<u>Upto 15:00 Hrs on 30.08.2017</u>
16	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. Price Bid of the Techno-Commercially qualified bidder(s) would be informed separately.	<u>After 15:30 Hrs on 30.08.2017</u>

C O N T E N T S

DESCRIPTION	MARKED AS
NOTICE INVITING E-TENDER	
CONTENTS	
IMPORTANT INSTRUCTIONS FOR E-TENDER	Annexure – I
OTHER INSTRUCTIONS TO THE TENDERERS	Annexure – II
SPECIAL CONDITIONS OF CONTRACT	Annexure – III
SCOPE OF WORK	Annexure – IV
FORM OF TENDER	Annexure – V
DECLARATION OF THE BIDDER	Annexure – VI
EXPERIENCE DETAILS OF THE BIDDER	Annexure – VII
GENERAL INFORMATION OF THE BIDDER	Annexure – VIII
INFORMATION REGARDING LICENSING AGREEMENT/TECHNICAL COLLABORATION AGREEMENT/JOINT VENTURE AGREEMENT	Annexure – IX
DETAILS OF KEY PERSONNEL	Annexure – X
FORM OF AGREEMENT	Annexure – XIA
FORM OF AGREEMENT [IN CASE THE CONTRACTOR HAS A LICENSING AGREEMENT OR A TECHNICAL COLLABORATION AGREEMENT OR A JOINT VENTURE AGREEMENT WITH OTHER FIRM (S)]	Annexure – XIB
FORMAT FOR HINDRANCE REGISTER	Annexure – XII
INTEGRITY PACT	Annexure – XIII
PREAMBLE OF BILL OF QUANTITY	Annexure – XIV(A)
UNPRICED PRICE SCHEDULE (BOQ), Section – 1 & 2	Annexure – XIV(B)
ANNEXTURE (ITEMS NOT UNDER BOQ)	Annexure – XV
GENERAL CONDITIONS OF CONTRACT MAY 1993 OF KOLKATA PORT TRUST.	ONE SET

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

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

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

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

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

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

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

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

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha 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.

ANNEXURE – I**IMPORTANT INSTRUCTIONS FOR E-TENDER**

This is an e-procurement event of HALDIA DOCK COMPLEX. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

The intending bidders are requested to read all the Terms & Conditions of this tender before submitting their online tender. Only price bid(s) of the tenderers would be opened who are found techno-commercially qualified.

1	<p>Process of E-tender :</p> <p>A) Registration: The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(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 bidder should possess Class III signing type digital certificate. Bidder(s) are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/</p> <ol style="list-style-type: none"> bidder(s) are required to register themselves online with www.mstcecommerce.com → e- Procurement → PSU/Govt depts → Register as Bidder Filling up details and creating own user id and password → Submit. bidder(s) will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. <p>In case of any clarification, please contact HDC/MSTC, (at least one working day before the scheduled time of the e- tender).</p> <p>Contact persons of Haldia Dock Complex:</p> <table border="0"> <tr> <td>1. Shri S.K Gupta, Designation:- Manager(MO)/I/C Mobile No: 94340 63161 e-mail-skgupta.hdc@nic.in</td> <td>2. Shri P.Mahapatra Designation:- Dy. Manager(ME) Mobile No: 94340 36788 e-mail-pmahapatra.hdc@nic.in</td> </tr> </table> <p>Contact person (MSTC Ltd):</p> <table border="0"> <tr> <td>1. Mr. S.Mukherjee Deputy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email-smukherjee@mstcindia.co.in</td> <td>2. Ms S. Maity Asstt. Manager (e-commerce) Mobile- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in</td> </tr> </table> <p>B) System Requirement:</p> <ol style="list-style-type: none"> Windows 7 or above Operating System IE-7 and above Internet browser. Signing type digital signature Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system. <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p>	1. Shri S.K Gupta, Designation:- Manager(MO)/I/C Mobile No: 94340 63161 e-mail-skgupta.hdc@nic.in	2. Shri P.Mahapatra Designation:- Dy. Manager(ME) Mobile No: 94340 36788 e-mail-pmahapatra.hdc@nic.in	1. Mr. S.Mukherjee Deputy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email-smukherjee@mstcindia.co.in	2. Ms S. Maity Asstt. Manager (e-commerce) Mobile- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in
1. Shri S.K Gupta, Designation:- Manager(MO)/I/C Mobile No: 94340 63161 e-mail-skgupta.hdc@nic.in	2. Shri P.Mahapatra Designation:- Dy. Manager(ME) Mobile No: 94340 36788 e-mail-pmahapatra.hdc@nic.in				
1. Mr. S.Mukherjee Deputy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email-smukherjee@mstcindia.co.in	2. Ms S. Maity Asstt. Manager (e-commerce) Mobile- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in				

	<ul style="list-style-type: none"> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2	<p>A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p><u>Special Note towards Transaction fee:</u> The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	All notices and correspondence to the bidder(s) may also be sent by email during the process till finalization of tender by HDC. Hence the bidders are required to ensure that the email I.D. provided in their offer is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)

7	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) 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 vendor(s) will be refunded by the tender inviting authority. The process involves Electronic Bidding for submission of Technical and Commercial Bid. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt depts → Login under KoPT's logo → My menu → Auction Floor Manager → live event → Selection of the live event The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid. After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded. In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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. No deviation of the terms and conditions of the tender document is acceptable. <p>Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>

10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
12	HDC has the right to cancel this e-tender without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website http://www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
14	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.
15	The bid will be evaluated based on the filled-in technical & commercial formats
16	The documents uploaded 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 can also be taken against defaulting bidders
17	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of MSTC Ltd.
18	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme), having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate, are exempted from depositing Bid Document Fee and Earnest Money.
19	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. When splitting of tender quantity is not possible purely on technical ground, Trustees reserve the right not to negotiate price with MSE even if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
20	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.
21	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
22	Due date of submission of tender will not be extended under any situation.
23	The Tenderer shall examine carefully the conditions of Tender. All costs, charges and expenses that may be incurred by the Tenderer in connection with preparation of his Tender shall be borne by him and the HDC, KoPT accept no liability whatsoever thereof.
24	All payments due to the Contractor under the Contract shall be made in India in Rupee Currency
25	The Tenderer should inspect the vessel thoroughly at Haldia for better understanding prior to Pre-Bid Techno-Commercial Conference and/or submission of their tender.
26	The Tenderer shall have to quote against all items of Bill of Quantity.

ANNEXURE – II**2. OTHER INSTRUCTIONS TO THE TENDERERS****2.1 Language of Tender and Interpretation of the Tender Document and Othe Documents**

2.1.1 Tender Document means all pages of this book including, all pages of General Conditions of Contract of Kolkata Port Trust, May 1993. All pages of subsequent addenda (if applicable) provided with subsequent addenda (if applicable) are also part of the Tender Document.

2.1.2 The Tender Documents are drawn up in English and filling up of the required documents by the Tenderer should also be only in English and the interpretation(s) shall be in English. All correspondence and documents relating to the tender, exchanged between the Tenderer and HDC, shall be in the English Language only. The interpretation(s) of the accepting authority shall be final and binding on the bidder.

2.1.3 Any clarification with regard to interpretation or ambiguity, discovered or pointed out after the uploading of the Tender Document, as to the meaning, conditions, instructions or Annexure contained in the Tender Documents shall be valid when such a clarification is made by the authority issuing NIT, through a written document and such clarification / amendment shall form part and parcel of the Tender Document.

2.1.4 The various documents comprising of the full set of Tender Document are complimentary to one another and are to be taken as parts of a whole and mutually explanatory to each other. If stipulation to the various tender conditions are found to be in variance to each other in any respect, one will override other in order of precedence in the descending order as given below :

- (i) Description in "Price Schedule".
- (ii) Special Conditions of Contract.
- (iii) General Conditions of Contract of Kolkata Port Trust, May 1993.
- (iv)

2.2 Intending bidders have to bear all the costs or expenses incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.

2.3 The bidder shall quote his price through on-line (through MSTC portal only) as per the Price Schedule in the Price Bid (Part-II), without any condition or deviation.

2.4 The bidder shall quote his price through on-line (through MSTC portal only) as per the Price Schedule in the Price Bid (Part-II), without any condition or deviation.

2.5 Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy are found after submission of tender, the submitted offer will be summarily rejected.

2.6 Pre-Bid Techno-Commercial Conference :

2.6.1 Intending bidders and/or their authorized representative(s) are invited to attend the Pre-Bid Techno-Commercial Conference, which will be held on the date stipulated in the 'NOTICE INVITING E-TENDER', at **the office of Manager, Marine Operations, Marine House, Haldia Dock Complex, Haldia ; Dist.: Purba Medinipur ; PIN – 721604 ; West Bengal.**

2.6.2 The purpose of this Pre-Bid Techno-Commercial Conference will be to clarify issues (in connection with this tender) that may be raised at that stage.

- 2.6.3** Intending bidders are advised to visit the tug at HDC during working hours (**i.e. excluding Sundays, Saturdays and trustees holidays**) to assess the quantum of work before attending the Pre-Bid Techno-Commercial Conference. To visit worksite necessary Gate Pass at free of cost will be issued on the basis of written request of the intending bidders as per the existing procedure of HDC, KoPT. Without taking prior approval from the appropriate authority of HDC, KoPT, no photograph in any form can be taken by the intending bidders during site visit.
- 2.6.4** Intending bidders are requested to submit their queries, in connection with this tender, in writing, in advance to HDC, KoPT so as to enable HDC, KoPT to prepare clarifications and make Pre-Bid Conference meaningful. Changes, if any, proposed by the bidders, will be discussed and **if felt necessary** HDC, KoPT's response would be communicated, well in advance before the last date of submission of tender.
- 2.6.5** Any modification to the Tender Document, which may become necessary as a result of the Pre-Bid Techno-Commercial Conference or due to any other reason, shall be made through issuance of an Addendum. This Addendum, so issued, would form part of the Tender Document and will remain binding all the bidders and the same should be accepted and submitted by all the bidders along with their Techno-Commercial Bid.
- 2.6.6** The bidders are advised to attend the Pre-Bid Techno-Commercial Conference. However, non-attendance at the Pre-Bid Techno-Commercial Conference will not be a cause for disqualification of a bidder.
- 2.6.7** No further Pre-Bid Techno-Commercial Conference will be arranged for the intending bidder, who fails to attend the aforementioned Pre-Bid Techno-Commercial Conference. The outcome of this Pre-Bid Techno-Commercial Conference will be displayed on the websites; all the participating bidders shall have to act accordingly.

2.7 Earnest Money Deposit (EMD) :

- 2.7.1 Method of Paying EMD :** As per methodology stipulated in the 'NOTICE INVITING E-TENDER', the intending tenderer must deposit **Earnest Money amounting to Rs. 60,480.00 (Rupees Sixty Thousand And Four Hundred Eighty) only.**
Failing to deposit the Earnest Money, as per the above details, shall make the Tender liable for rejection.
- 2.7.2 Exemption for submission of Earnest Money Deposit :**
Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from payment of Bid Document Fee and Earnest Money Deposit. In such case, the concerned bidder should upload the necessary documents, i.e. valid NSIC Certificate for MSEs with list of items registered, duly signed under their official seal in his techno-commercial bid as per **Clause No. 1.2.17.**
- 2.7.3 Forfeiture of EMD :**
Earnest Money may be liable for forfeiture at the option of the Trustees, if the Bidder withdraws his offer after the schedule date of submission of offer and before expiry of the validity period of the offer; and / or, alters / amends any terms and / or condition and / or quoted rate(s), after the schedule date of submission of offer and before expiry of the validity period of the offer (excepting when option to do the same has been specifically granted by the HDC, KoPT in writing) making it unacceptable to HDC, KoPT and / or, in case of successful bidder, fails to carry out the work or to perform / observe any of the conditions of the Contract; and / or, fails to carry out the work or to perform / observe any of the conditions of the Contract. For the purpose of this provision, the validity period shall include any / all extension thereof agreed by the bidder in writing. The Trustees shall also be at liberty to deduct any of their dues from Earnest Money.

2.7.4 Refund of EMD :

Earnest Money Deposit of unsuccessful bidders shall be released / refunded as per normal procedure of HDC, KoPT on award of contract to the successful bidder.

2.7.5 Earnest Money to be converted to Part Security Deposit

The Earnest Money of accepted Tender offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

2.8 Security Deposit (SD)

Balance security for the contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actual done up to the stage of completion.

Value of work	% of Security Deposit
For work up to Rs. 10,00,000.00	10%
For work costing more than Rs. 10,00,000.00 and up to Rs. 20,00,000.00	10% on first Rs. 10,00,000.00 + 7.5% on the balance
For work costing more than Rs. 20,00,000.00	10% on first Rs. 10,00,000.00 + 7.5% on next Rs. 10,00,000.00 + 5% on the balance

2.8.1 No interest payable of Earnest Money / Security Deposit :

No interest shall be paid by the Trustees to the Tender/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.

2.8.2 Mode of refund of Security Deposit :

The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 of General Conditions of Contract May 1993 of Kolkata Port Trust (GCC) and subject to deduction, if any, under the provision of Sub-Clause 3.5 (ii) of GCC. If, however, the Contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C. 3 as per GCC.

2.8.3 Forfeiture of Security Deposit :

The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform / observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

2.8.4 Bank Guarantee as Security Deposit :

Alternatively, the contractor may also submit to the Engineer a Performance Bond in the form of an irrevocable guarantee from Haldia/Kolkata Branch, of any Nationalized Bank / Scheduled Bank of India in the Perform annexed with GCC for the determined value as per clause 2.8. The Bank guaranty shall remain valid 3 months after successful completion of guaranty period. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and/or the Trustees shall be at liberty to raise claim against the

Guarantee and/or enforce the same unilaterally.

2.8.5 Revalidation of Security Deposit Bank Guarantee:

The contractor is required to revalidate the Security Deposit Bank Guarantee till 3 (three) months after expiry of the guarantee period/ extended guarantee period or contractual obligations, as per provisions of the contract.

2.8.6 Cost of obtaining & keeping the Security Deposit Bank Guarantee valid to be borne by the contractor

The cost of obtaining this or any other Bank Guarantee and/ or the revalidation thereof whenever required has to be borne by the Contractor and it shall be their sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/ or HDC, KoPT shall be at liberty to raise claim/ demand under the Security Deposit Bank Guarantee and/ or enforce the same unilaterally. No interest/ charge of whatsoever in nature shall be paid by HDC, KoPT on the amount of Security Deposit Bank Guarantee held by HDC, KoPT, at any stage.

2.9 Method of Submission of Tender :

2.9.1 Tenderers submitted bids, without requisite Earnest Money and/or Bid Document Fee, are liable to be rejected, excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) having valid DIC's certificate, for the item(s), for which the tender is invited.

2.9.2 For submission of Techno-Commercial Bid (i.e. Part – I), the participating bidder would have to sign / fill (wherever applicable) the documents / Annexure / formats etc. **[as mentioned under Clause No. 1.1 of NOTICE INVITING E-TENDER (i.e. Pre-qualification Criteria) and Clause No. 1.2 of NOTICE INVITING E-TENDER (i.e. Submission of other documents)]** under their official seal, scan and upload in the website of MSTC Limited (i.e. <http://www.mstcecommerce.com/eprochome/kopt>).

The bidder will have to produce the original documents or any additional documents, if sought for by HDC, KoPT.

2.9.3 Bidders have to submit offers based upon Terms & Conditions of the tender without any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid Meeting. HDC, KoPT reserves the right to accept or reject the suggested deviations.

2.10 Declaration to be submitted by the Tenderers :

The bidder should give the following declarations under their letter head along with the techno-commercial offer as per Annexure – VI of this Tender Document:

2.10.1A declaration, so that, the bidder has examined carefully, read, understood and accept all the Terms & Conditions of the instant tender including Price Schedule, Special Conditions of Contract, Scope of Work, General Conditions of Contract, May 1993 of Kolkata Port Trust. The bidder would execute and complete the work required to be performed in accordance with all these Terms & Conditions of the instant tender.

2.10.2A declaration, that there is no deviation from the Terms & Conditions of the instant Tender Document.

2.10.3A declaration that the bidder has deposited requisite Earnest Money & Bid document fee.

OR

The bidder has submitted documentary evidences for Micro & Small Enterprises (MSES) registered with NSIC (Under single point registration scheme) as per tender condition.

2.10.4A declaration, that the bidder or their associates have not been banned/de-listed/debarred by any Govt./Quasi-Govt./Public Sector Undertaking in India.

2.10.4 The authorized signatory of the bidding firm should give a declaration that the bidder/his partner/any director of their concern/ company is not associated with any other firm bidding for the instant work.

2.10.6A declaration, that the bidder has not altered /deleted /added any Terms & Conditions in the tender document.

2.10.7A declaration that, price quoted only in the Price Bid [Part – II], strictly as per **“Price Schedule”, without any extraneous condition.** There is no change in the Format of Un-priced **“Price Schedule”**. Except in the Price Bid the price is not mentioned / disclosed in any other place of tender/offer.

2.11 If any Tenderer has a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** with other firm(s), then they should comply with the following :-

2.11.1 A copy of Licensing Agreement/Technical Collaboration Agreement / Joint Venture Agreement **is to be submitted along with the “Techno-Commercial Bid”, duly attested by the Tenderer as per Clause No. 1.2 of NOTICE INVITING E-TENDER. Such Agreements should be in the nature of legally acceptable Agreements.**

2.11.2 The Tenderer should submit an additional Supplementary Agreement, **duly signed by all the partners of the** Licensing Agreement / Technical Collaboration Agreement / Joint Venture Agreement, **on a Non-Judicial Stamp Paper of worth not less than Rs.50.00 as per Clause No. 1.2 of NOTICE INVITING E-TENDER, duly notarized, covering the following points :**

2.11.2.1 The Licensing Agreement / Technical Collaboration Agreement/ Joint Venture Agreement, irrevocable in nature, is valid for at least a continuous **period of one month** from the date of completion of instant work.

2.11.2.2 One of the partners shall be nominated as the **Lead Partner**.

2.11.2.3 The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the **Lead Partner**.

2.11.2.4 The scope and responsibilities of all the partners of Licensing Agreement / Technical Collaboration Agreement / Joint Venture Agreement, in terms of financial and technical commitment / contribution, should be explicitly mentioned and the partners should be severally and jointly responsible for successful execution of work as per provision of instant tender document.

2.11.2.5 In case of successful Tenderer, the Contract Agreement is to be signed by legally authorized signatories of all the partners, so that it becomes legally binding to all partners.

2.11.3 In the event of default of any partner in the execution of his part of the contract, the Lead Partner shall have authority to assign the work to any other party acceptable to the employer, to ensure the execution of the part of the contract. The said party shall also be jointly with the remaining partner(s) as well as severally liable so far as the unfinished

part of the contract is concerned.

2.12 Authority in signing the documents for submission of Tender / Offer : [Save and Except Clause No. 2.10] :

All documents to be uploaded by the bidder should be signed under official seal by –

- 2.12.1** In case the Tender is submitted by a Proprietorship Firm, the same should be signed either by Proprietor or other person, holding a valid Power of Attorney from the Proprietor, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.
- 2.12.2** In case the Tender is submitted by a Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partners.
- 2.12.3** In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney executed in his favour (in connection with this Tender) and the signature of such Power of Attorney holder should also be attested, in accordance with the constitution of the Limited Company.

2.13 Validity of Tender :

The tender shall remain valid for acceptance for a period of **180 days** from the actual date of opening of Techno-Commercial Bid. Prior to the expiry of the Tender validity period, HDC, KoPT may ask to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing. However, in the event of the bidder agreeing to the request, he shall not be permitted to modify his tender (excepting when option to do the same has been specifically granted by the HDC, KoPT, in writing).

2.14 The bidder to inform himself fully :

- 2.14.1** This Tender Document (covering all instructions, Special Conditions of Contract and Scope of Work and General Conditions of Contract of Kolkata Port Trust, May, 1993, drawing etc.) should be read in conjunction with any addendum which may be issued subsequently.
- 2.14.2** The bidder shall be deemed to have examined the Tender Document [covering all instructions, Special Conditions of Contract, Scope of Work and General Conditions of Contract of Kolkata Port Trust, May, 1993 etc.] and visited the worksite and surroundings and inspected the vessel and to have obtained all necessary information in all the matters whatsoever that might influence while carrying out the work as per the conditions of the tender and to satisfy himself to sufficiency of his tender, etc. The bidder is advised to acquaint himself with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal and Govt. of India and other statutory bodies from time to time. The bidder shall be deemed to have examined and collected all necessary information as to risk, contingencies and other circumstances, which may influence or affect the tender.
Failure to comply with the requirement of the Tender submission will be at the bidder's own risk. Pursuant to **Clause No. 2.18**, Tender(s) / Offer(s) of the bidder(s), which are not responsive to the requirement of the Tender Document, will be rejected.
- 2.14.3** Bidder shall bear all costs associated with the preparation and submission of his tender and HDC, KoPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 2.14.4** Before attending the Pre-Bid Techno-Commercial Conference and/or submission of tender,

on the basis of formal written request, necessary Gate Pass for entering into the Dock area will be issued to the bidder and / or their authorized representative(s) at **Free of Cost**, to visit the worksite only for the purpose of inspection and to assess the quantum of work. The bidder will be fully responsible for any injury (whether fatal or otherwise) to himself or his representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The bidder will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighbouring property which may be caused due to any act of bidder or his representative(s). Before visiting the worksite, the bidders are advised to contact with the Engineer of the contract and/or his representatives of Marine Operations Division, HDC. The bidder must have to comply with **Clause No. 3.27** regarding prohibition of photography inside the Dock area.

2.15 Amendments :

2.15.1 At any time, prior to the last date for submission of tenders, HDC, KoPT reserves the right to amend and modify the Tender Document by issuing Addenda.

2.15.2 Any Addendum thus issued shall form part of the Tender Document and shall be communicated to all concerned through the websites and press advertisements, prior to the last date for submission of the tender. Such Addendum so carried out shall form part of the tender and shall be binding upon the bidders.

2.16 Errors in the Tender Document :

2.16.1 All documents to be submitted with the Techno-Commercial Bid should be signed, stamped scanned and uploaded as per Clause No. 1.1 & Clause No. 1.2 of 'NOTICE INVITING E-TENDER'.

2.16.2 The bidder shall submit complete tender and the same shall be without alterations, interlineations or erasure effect except those to accord that instructions issued by HDC, KoPT or as may be necessary to correct errors made by the bidders. Person signing the Tender shall, put his signature against all such cancellations, alterations or amendments.

2.17 Acceptance of Tender :

The Trustees do not bind themselves to accept the lowest tender or any tender and reserve the right to accept the tender in part or full or to cancel the tender as a whole without assigning any reason. Cost on this account, if any, shall not be reimbursed. Participation in e-tendering process by any bidder or opening of techno-commercial bid of any bidder shall not construe that such bidder is considered automatically qualified.

2.18 Opening of Bids:

2.18.1 Only Part -I i.e. Techno-Commercial Bid(s) would be opened online on the date and time as stipulated in the 'NOTICE INVITING E-TENDER'.

2.18.2 Part -II i.e. Price Bid(s) of only those bidder(s) who are found techno-commercially qualified, would be opened on line, with prior intimation to all concerned.

2.18.3 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

2.19 Scrutiny of e-Tenderers :

2.19.1 After opening of the Techno-Commercial Bid, the Tender Document(s) submitted by the

bidder(s), shall be carefully examined to ascertain that whether all the bidders have submitted the Earnest Money Deposit, Bid Document Fee and all required documents as mentioned in the Tender Document.

- 2.19.2** In connection with scrutiny, evaluation and comparison of tenders, HDC, KoPT may ask bidder individually for clarifications. Request for clarification and response thereto shall be communicated in writing. No change in price or substance of the tender shall be sought, offered or permitted nor the bidder be permitted to withdraw the tender before the expiry of the Validity Period of the tenders in the process of clarifications.
- 2.19.3** HDC, KoPT may seek any other detail(s) / document(s) in subsequent course to ascertain and get confirmed about the competence of the bidder.
- 2.19.4** The Trustees reserve the right to disqualify a tender in case they are satisfied that any prize, commission, gift or advantage has been given, promised or offered by or on behalf of any bidder, to any officer, employee or representative of the Trustees or to any person on his or their behalf in relation to the acceptance of the tender.
- 2.19.5** If on scrutiny, **Techno-Commercial Bid** of any bidder is found not acceptable to HDC, KoPT, the **Price Bid** part of such bidder **will not be opened**. "Price Bid" part of other bidder(s) will be opened on a subsequent date as per procedure. Decision of the HDC, KoPT in this regard shall be final and binding on the bidder.
- 2.19.6** During Techno-Commercial evaluation, i.e. evaluation of Part - I of tender, an offer shall be considered **non-responsive** in case :-
- (i) requisite Earnest Money is not deposited,
 - (ii) requisite Bid Document Fee is not paid.
 - (iii) Any indication of quoted price anywhere in the uploaded documents required for Techno-Commercial offer.

2.20 Evaluation Criteria:

- 2.20.1** Evaluation with respect to Priced Bill of Quantity (BoQ).
- 2.20.1.1** Price to be quoted strictly in accordance with Clause Nos. 2.8, 2.15 and 3.18.
- 2.20.1.2** The Price Bid will be evaluated only for the tenderers, who have qualified in the Techno-Commercial Bid.
- 2.20.1.3** While evaluating the Price Bid, the unit rates (**excluding the component for which HDC, KoPT will get Input Tax Credit**) quoted by the tenderers for different items as mentioned in the Bill of Quantity (BoQ) shall be taken into account and the same will be multiplied by the respective approximate indicated quantity against different items and thereafter total summation will be done. **The selection of the lowest tenderer will be made on the basis of sum total cost.**
- 2.20.1.4** While evaluating the Price Bid, **any extraneous condition will not be considered** and the tender may liable for **outright rejection** if any extraneous condition is found.
- 2.20.1.5** In case two or more tenderers quoting the same **Total Price** and his/ their offers become the lowest offer, the respective tenderers will be given chance to submit his / their fresh price bid subject to condition that the fresh price so quoted must be less than the price quoted by the respective tenderer earlier.

2.20.1.6 The tenderer, who's Total Price, becomes the lowest, shall be considered for award of contract.

2.20.2 While evaluating tenders, regard would be paid to National Defence and Security considerations.

2.21 Award of Contract :

2.21.1 The successful bidder who's bid is accepted by HDC, KoPT (please refer to **Clause No. 2.19**) shall be duly informed in writing, prior to expiration of the tender validity period, that their tender has been accepted. This notification of award of contract will be treated as **Order Letter** and will constitute the formation of the contract. **Within 15 days** of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to **submit Draft Agreement**, in the format as in **Annexure – XIA or Annexure – XIB** [as the case may be] and within a week thereafter the **Contract Agreement** shall be signed between **Kolkata Port Trust** and the **successful bidder**. For this, the successful bidder will submit, at their own cost, required **Stamp Papers** and **Dummy Papers** and **three sets of documentary transactions** between them and Kolkata Port Trust, till finalization of the contract. This Agreement should be signed by the representative of the successful bidder [all the partners, in case of Association], authorized through a **Power of Attorney** [specimen signature of the Authorized Representative must be attested] in this regard.

2.21.2 Kolkata Port Trust reserve the right to accept or reject the tender in part or as a whole and do not bind themselves to accept the lowest tender or any tender, without assigning any reason and no damage claim whatsoever will be payable by Kolkata Port Trust in this regard. Mere participation in e-tender by any bidder or opening of techno-commercial bid of any bidder shall not construe that such bidder is considered automatically qualified for award of contract. Such qualification may also include information regarding performance of bidder from any other source.

2.22 Stamp Duty and Other Expenses :

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 bidder.

oooooooooooo

ANNEXURE – III**3. SPECIAL CONDITIONS OF CONTRACT****3.1. Definition and Interpretation :**

In the contract & specifications the following words and expressions shall have the following meaning that is to say:

“The Contractor” – The Expression – “the Contractor” shall mean the Tenderer whose tender shall be accepted by the trustees and shall include the tenderer's legal representatives, heirs, successors & assigns, if permitted by the Board/Chairman.

“The Trustees” – the expressions – “the trustees” means the Board of Trustees for the Port of Kolkata body corporate under section 3 of the Major Port Trust Act, 1963.

“Chairman” means the Chairman of the Board and includes the person Chairman appointed to act in his place under section 14 & 14A of the Major Port Trust Act, 1963.

“Deputy Chairman” means the Deputy Chairman of the Haldia Dock Complex and includes the person Deputy Chairman appointed to act in his place under Section 14 & 14A of the Major Port Trust Act, 1963.

“Engineer” – The Expression – “Engineer” shall mean the Manager, Marine Operation under the Trustees or his authorized representatives & includes his successors in office.

“The Representative” – The Expressions – The Representative means any officer deputed by the Trustees to act on their behalf for the purpose of this contract.

“The Vessel” – The Expression – The Vessel means **“Tug Bijoy Singha”**.

“Chief Engineer/Engineer In- Charge” - means In Charge of the Vessel.

For other definitions of different words used in this Tender Document, **KoPT's General Conditions of Contract, May 1993** are to be followed.

3.2. Assignment and Sub-Contracting :

3.2.1 The contractor shall not sub-contract the whole work directly or indirectly, transfer or assign or sublet the contract or any part thereof, without written permission from HDC, KoPT.

3.2.2 Such permission, if any, shall not relieve the contractor from any liability or obligations under the contract. Even if such permission be granted, the contractor shall remain responsible,

- a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the contractor himself or his agents, servants or workmen, and
- b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet.

Provided that the Contractor shall not be required to obtain such permission for:-

- i) the provision of labour engaged on piecework basis / daily rate basis.

- ii) the purchase of materials, or
- iii) the subcontracting of any part of the works for which the subcontractor is named in the contract

3.2.3 In the event of the Contractor contravening this condition, HDC, KoPT shall be entitled to terminate the contract forthwith and award a fresh contract to some other parties at risk and cost of the Contractor, who shall be liable for any loss or damage, which HDC, KoPT may sustain in consequence to arising out of such replacement of the Contractor.

3.2.4 The contractor shall not assign his right and interest in these presents nor assume a fresh partner or partners, dissolve, the partnership existing between him in reference to this contract without the written permission of HDC, KoPT.

3.2.5 No participating bidder shall be allowed to act as a subcontractor of the successful bidder.

3.3 Patent Rights :

3.3.1 The contractor shall fully indemnify HDC, KoPT against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, design, trademark or name, copyright or other protected rights in respect of any machine, plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the contractor in India, or elsewhere.

3.3.2 All payments, or otherwise shall be deemed to be included by the contractor in the prices named in the tender and shall be paid by him to whom they may be payable.

3.3.3 In the event of any claim being made or action brought against HDC, KoPT in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof and he shall with the assistance, if he so requires of HDC, KoPT but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from provided that the conduct of such negotiations or litigations shall be conditional upon the contractor giving to HDC, KoPT such security as shall from time to time by reasonably required by HDC, KoPT to recover the ascertained or agreed amount as the case may be of any compensation, damages, expenses and cost, which might be payable by the Trustees in respect of or as a result of any such negotiation or litigation.

3.4. Additions and Alternations :

3.4.1 HDC, KoPT shall have power and authority from time to time, and at all times to make amendments or additions or alterations or changes in the Scope of Work and give such further instructions and directions as may appear necessary and proper to HDC, KoPT for the guidance of the contractor and good and efficient execution of the work.

3.4.2 The contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof as if the same had been mentioned or referred to in the Scope of Work etc.

3.4.3 HDC, KoPT may also vary or alter the levels or positions of any of the work contemplated by approved specification or may order any of the work contemplated thereby to be omitted, with or without substitution of any other work in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, if required.

3.4.4 HDC, KoPT may order that other work shall be substituted in lieu thereof and any

difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount specified by the contractor and where the rates are not specified, then a suitable rate backed up by rate analysis shall be submitted by the contractor and agreed upon between the contractor and HDC, KoPT.

In the event of disagreement, HDC, KoPT shall fix such rates or prices as shall in their opinion, be reasonable and proper having regard to the circumstances.

3.5. Extras :

Any extra expenses incurred in connection to the work by HDC, KoPT in the performance of the work owing to the neglect or omission on the part of the contractor in any of the case mentioned in this contract shall be deducted from any sum due or which may thereafter become due to the contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as HDC, KoPT may appoint to receive the same and in the event of the contractor failing to make such payment, the said amount shall be recoverable from them in such manner as HDC, KoPT may determine.

3.6. Power Supply :

For execution of work, electricity will be supplied at free of cost. The contractor will provide cables, switch gears etc. to receive electricity from KoPT's nearest electric supply source. For use of electricity, all supply and safety regulations including Indian Electricity Rules to be abide by the contractor. For any other purposes and beyond stipulated time of completion of repairs, electricity will be provided on chargeable basis as per applicable electricity tariff of HDC/ KoPT which may vary time to time.

3.7. Access to Site :

The contractor shall have to abide by the rules and regulations of HDC/ KoPT, which may be varied time to time, in respect of entry / exit and movement in the premises. Necessary **Gate Pass** for entering into the Dock area will be issued for the personnel, equipment, machineries, materials etc. of the contractor for execution of the instant work at **Free of Cost** as per rules then prevailing, on the basis of written request from the contractor. The contractor will be fully responsible for any injury (whether fatal or otherwise) to himself or his representative(s), for any loss or damage of property, or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Contractor will be liable to indemnify HDC/ KoPT against any loss or damage to the property of HDC/ KoPT or neighboring property, which may be caused due to any act of the contractor or his representative(s).

3.8. Contract Document Mutually Explanatory :

3.8.1 The several documents forming the contract are to be taken as mutually explanatory of one another and should anything appear in one, which is not described in the other, no advantage shall be taken of any such omission.

3.8.2 In case, any discrepancies or inconsistencies however appear or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the materials or the due and proper execution of the work or as to the measurement or quality and valuation of the work executed under this contract or as extra thereupon, the same shall be explained by the Engineer or his authorized representative

3.8.3 The explanation of Engineer or his authorized representative shall be final and binding upon the contractor and the contractor shall execute the work according to such explanations, and without extra charge or deductions to/from the prices specified in the Price Schedule and do all such work and things as may be necessary for the proper completion of the work as implied by the specification and drawings, even though such

work and things are not specifically shown and described therein.

3.9 Existing Services:

- 3.9.1** Drains, pipes, cables, overhead wires and similar services whether above or below the ground which may be encountered in the course of the work shall be saved and kept harmless from injury and/or loss or damages by the contractor at their own costs and expenses so that they continue to be in full and uninterrupted use to HDC/ KoPT.
- 3.9.2** The contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. The contractor shall at his own costs and expenses and without any delay repair and make good, to the satisfaction of the employer, any injury and/or loss or damage caused by the contractor to the same.

3.10. Labour :

- 3.10.1** The contractor shall make their own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing/residential accommodation, medical treatment, feeding/canteen facility and payment thereof. Therefore HDC/KoPT will have no obligation for the labours engaged by the contractor. Since time is the essence of this contract, adequate strength of labour force has to be deployed, so as to complete the work of Emergency Dry-Dock Repairing of Tug BIJOY SINGHA of HDC, KoPT within the completion period as stipulated in the tender.
- 3.10.2** In the event of any outbreak of illness or an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 3.10.3** Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 3.10.4** Contractor shall at all times during the continuance of the contract comply fully with all **Acts, Rules, Regulations and Byelaws** then prevailing including all statutory amendments and re-enactment by the **State or Central Government** and other **Local Authorities** and any other enactments and acts that may be passed in future either by the **State or the Central Government or Local Authority**, including **Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, 1970; Employees' Provident Fund & Miscellaneous Provision Act, 1952; Employees' State Insurance Act, 1948; Dock Workers, (Safety, Health and Welfare) Act, 1986 etc.**
- 3.10.5** If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any law, HDC/ KoPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, HDC/ KoPT shall be entitled to deduct the same from any moneys due or that become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sum, which HDC/ KoPT is required or called upon to pay or reimburse on behalf of the contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the contractor.
- 3.10.6** The contractor shall pay the labourer engaged by him for this instant work not less than a fair wage, under the Minimum Wages Act for corresponding workforce working in Haldia, West Bengal, India.

3.10.7 Labour Licence :

Before commencement of the work at site (within Dock area), the Contractor shall have to apply for **Labour License (if applicable)** for the maximum number of workers proposed to be deployed for the work of Emergency Dry-Docking Repair of Tug Bijoy Singha of HDC, KoPT. Necessary certificate shall be issued by the Manager (MO)/ Dy.Manager (ME) against a request from the contractor. Photocopy of the application shall have to be furnished to the Manager (MO)/ Dy.Manager (ME).

3.10.8 Report of Accident :

The contractor shall, **within 24 hours** of the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report the accident to the Manager (MO) or his representative(s) and shall make every arrangement to render all possible assistance to the victim(s) of such accident. The contractor shall also report such accident to the competent authority whenever such a report is required by law. For any accident occurred within the entire operational area covered under the contract, the contractor shall ensure prompt investigation into the matter through recording of statement of the personnel witnessing the accident. The report containing the findings along with the statements so recorded will then be forwarded by the contractor to the Manager (MO) at the earliest. At the first instance, an '**Accident Report**' shall be prepared (in triplicate) by the concerned **Supervisor / Engineer** on duty **engaged by the Contractor** and a copy of the same to be forwarded immediately to the Engineer of Contract.

3.10.9 Employees' Provident Fund (EPF)

All intending bidders shall have to submit proof of registration of their establishment under the provision of **Employees' Provident Fund & Miscellaneous Provisional Act** and recent **Challan**, if applicable. If this is not applicable, documentary evidence to establish non-applicability of the same to be submitted along with the Techno-Commercial Bid.

Please refer to **Clause No. 1.2.2** in this regard.

As per the provision of the Act, the contractor is liable for remittance of monthly subscription contribution with respect to **Employees' Provident Fund (EPF)** for the workers engaged by them, wherever applicable.

3.10.10 Employees' State Insurance (ESI) :

All intending bidders shall have to submit necessary documents along with their techno-commercial offer as to whether they are covered under ESI Act or not. If they are covered under the said Act, proof of registration of their establishment under the provision of **Employees' State Insurance Act** and recent **Challan** are to be submitted.

If they are not covered under ESI Act or exempted, necessary documents along with an **affidavit** affirmed before a First Class Judicial Magistrate to that effect are to be submitted. Such affidavit(s) will be examined by KoPT and the bidder(s) must abide the observation/recommendation in this regard.

Please refer to **Clause No. 1.2.3** in this regard.

If the contractor is not under ESI Act, then the contractor must additionally indemnify HDC, KoPT against all damage and accident occurring to his/their labour.

If the contractor is covered under ESI Act, as per the provision of the Act the contractor is liable for remittance of monthly subscription contribution with respect to **Employees' State Insurance (ESI)** for the workers engaged by them.

3.10.11 Safety :

- i) During the execution of contract, the contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of **general safety rules/ regulations** including **Dock Workers, (Safety, Health and Welfare) Act, 1986 along with associated Rules & Regulations.**
- ii) The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules / regulation.
- iii) The contractor shall at his own expenses and arrangement provide all required **Personal Protective Equipments (PPE)** and **Safety Gears** for all personnel and labours engaged during the execution of contract.
- iv) Smoking is strictly prohibited near the work place.
- v) Wear Boiler Suits, Safety shoe, Helmets & other protective equipment while at work.
- vi) Ventilation must be arranged while working in confined space throughout the period of work.
- vii) Prior commencement of hot work surrounding (including other side bulk head & deck) should be inspected for the presence of any inflammable materials. Special care to be taken while cutting deck plates so that cable bunch under neath the deck plates are not burnt & damaged. (Wet asbestos cloth to be covered on top of cable bunch.)
- viii) Strict vigilance to be kept surrounding hot work & necessary precaution to be taken prior commencement of hot work.
- ix) All inflammable waste like cotton waste, plastic, broken wood pieces, battens, jute, cloths, paper, electrode pkt. Etc. should be removed every day.
- x) All Electrical connections should be of permanent type as far as possible
viii) Plug, socket should be fitted for outgoing connections.
- xi) Use of any electrical outlet without using a plug & socket connection is prohibited.
- xii) Use of drums (oil) for staging purpose is strictly prohibited. Steel stools/staging materials are to be used for staging purpose.
- xiii) Use of drums (oil) for staging purpose is strictly prohibited.
- xiv) Any moving parts used should be provided with guards/covers.
- xv) All welding cable, temporary light cables etc should be laid properly.
- xvi) Welding holders if energized should not be left unattended.
- xvii) Chain pulley blocks/lifting tackles/rigging screws/lugs etc used shall be duly tested.
- xviii) 440/220 supply lines should be provided with distinguishing mark & is identified with sticker at every meter distance.
- xix) All gas equipments shall be subjected to "Water Dip" test daily before taking those on Tug.
- xx) No loose clothing is allowed near any moving parts & etc.
- xxi) All precautionary measure to be taken while handling paint materials.

3.11. Plant and Equipment :

- 3.11.1** During execution of contract, the contractor shall be responsible for supply, use and maintenance of all the equipments, including Crane etc., tools-tackles, lifting appliances, different vehicular transport etc. and the contractor shall ensure that those are suitable for the work and are maintained in such a manner, to ensure their efficient working. The contractor must have to comply with **Dock Workers, (Safety,**

Health and Welfare) Act, 1986 along with associated Rules and Regulations and other safety rules (as applicable) in this regard.

- 3.11.2** To execute the contract, the contractor shall at their own costs and expenses provide all labour, plant, haulage, transportation of plant and equipment, all materials, stores, etc. required for efficiently carrying out and completing the work to the satisfaction of Engineer of contract.

3.12. Operation/Business of HDC/ KoPT must not be hampered :

During the continuance of the contract, the contractor has to execute the work such a manner, so that, any business/work of HDC/ KoPT in the vicinity of worksite must not be hampered in any way. The work shall be carried out in such a manner so as to enable the other contractors, if any, or the departmental employees to work, without any difficulty / hindrance etc.

3.13. Inspection :

At all stages inspection facilities by MMD/IRS/IWT Surveyors and KoPT representative and or their authorized agencies on site and at the contractor's Workshop or their Supplier's Go-down/Stores etc. shall be arranged by the successful Tenderer free of cost. Surveyor's Fees, however, would be borne by the HDC/KoPT. Surveyor booking will be done by Tug Engineer through phone, email, letter etc. with a copy to the Engineer of the Contract. Delay in completion of work may not be attributed to Contractor's account due to non attendance of Surveyor for mandatory Survey, however if contractor fails to arrange facilities for Surveyor, delay will be on contractor's account.

3.14. Completion Period :

After placement of work order the vessel would be placed at the Dry Dock of Kolkata Dock System (KDS) of KoPT by KoPT and would make ready for working of entire **Dry Dock repairing**. Thereafter Engineer / Engineer's Representative would intimate the contractor for commencement of work. The entire repairing work under Dry Dock repairing must have to be completed within 60 days from the date of receipt of such intimation from the Engineer / Engineer's Representative.

Immediately after completion of entire repairing work under Dry Dock repairing of the vessel, the same would be brought back to Haldia by HDC/KoPT.

- 3.14.1** If the Dry Dock Repair Work is not completed within the stipulated period of 60 days or the extended period which shall be granted by HDC/KoPT for any excess and/or extra work or for any reason which is beyond the control of the contractor, the Dry Dock Charges (as per the KoPT's rate) would be recovered from the contractor for such extended period of occupying the Dry Dock.

3.15. Extension of Completion Period and Liquidated Damage :**3.15.1 Extension of Completion Period :**

Should the quantum of **extra and/or excess work** of any kind or **Force Majeure condition** (as per **Clause No. 3.30**) cause delay in completing the work, the contractor shall apply to the Manager (MO) in writing for suitable extension of

completion time within 7 days from the date of occurrence of the reason and the Manager (MO) shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of “**Liquidated Damage**” (**Clause No. 3.15.1** hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion time is granted by the Manager (MO), the “**Liquidated Damage**” (**Clause No. 3.15.1**) shall apply from its date of expiry, if the work is not completed within the extended time, unless stated otherwise in the decision communicated by the Manager (MO), as aforesaid.

3.15.2 Liquidated Damage :

- a) If the Contractor fails to complete the whole work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof. Provided, always that the amount of such compensation shall not exceed 10% of the said value of work.
- b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.
- c) HDC will recover GST, at applicable rate, on the amount of Liquidated Damage.

3.16 Rejection of Defective Work :

The contractor will rectify the defective work in accordance with **Clause No. 3.14**.

If contractor fail to do so within a reasonable time, HDC may reject and replace the same at the cost of contractor, the whole, or any portion of the work, as the case may be which is defective or fails to fulfil the requirements of the contract. The contractor's full and extreme liability under this clause shall be satisfied by the payment to HDC, the extra cost, if any, of such replacement delivered and erected. Such extra cost being ascertained shall be deducted from the contractor's bill.

3.17 Tender Price, Taxes, Duties and other Statutory Levies etc.:

Price to be quoted only in the Price Bid (priced Price Schedule) should strictly as per “**Bill of Quantity**”, **there should not be any extraneous condition**. There should not be any change in the Format of un-priced “**Bill of Quantity**”. Except in the Price Bid, the price must not be mentioned / disclosed in any other place of tender/offer.

Quoted price for Emergency Dry-Docking Repair of Tug Bijoy Singha should be inclusive of all incidental charges, taxes and duties but **exclusive** of GST (please refer to **Clause No. 3.20**).

Work Contract Tax, wherever applicable should be included in the quoted price. Except where otherwise expressly provided, the contractor shall provide all materials, labour, plant and equipment and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.

3.18 Price Variation

The prices – other than statutory taxes, duties and levies, as applicable – shall be firm and fixed till completion of the contract.

3.19 Extra Claim :

No claim for any detention / idle charges for labours, materials, equipments and machines organized by the contractor in connection with the work under the contract shall be payable by HDC, KoPT to the contractor under any circumstances whatsoever.

3.20 GST :

GST, if applicable for execution of work, will be paid extra on submission of Invoice as per GST Invoice Rules. Moreover, bill details should be uploaded properly in the GST network so as to enable KoPT to avail the benefit of input tax credit against the same.

GST will be applicable on the amount of Liquidated Damage as well as on other recovery i.e. damage, land rate, electricity charges etc. as applicable, from the contractor.

3.21 Modification/Alteration :

The existing design, dimensions along with the modification suggested, should be adhered to and shall not be altered without the Prior approval of Engineer or his Representative. Any addition during execution, if felt necessary, should be accepted subject to the approval of Engineer or his Representative, in writing, without imposing any additional cost.

3.22 Storage of Material :

The safe storage of material shall be the responsibility of the contractor. Any kind of damage (including due to atmospheric condition), theft, pilferage etc. shall be on contractors account.

3.23 Guarantee Period :

In the event of any defect being discovered in any part of the vessel during the period of **06 (Six)** calendar months from the date of handing over, arising out of faulty workmanship or inferior material, the Contractor at their own cost shall repair at Haldia in the shortest time by attending within 48 hours of intimation by KoPT. The cost of removing any such defective portions and reconditioning them where applicable and of replacing such portions shall be borne by the Contractor. Any delay in carrying out the repairs according to the opinion of the Trustees would be compensated by the Contractors by extending their guarantee period. In the event of Failure of Contractor to execute the guarantee repairs in time to the Trustees satisfaction, The Trustees shall be at liberty to have the said guarantee repair completed at their workshop or through other agencies and recover the cost from the Contractor, if felt necessary for keeping the Tug operational without any reference to the contractor.

3.24 Keeping the Dry- Dock & Site Clean :

The contractor shall maintain the Dry-Dock & site such a manner so that, pollution may

not be caused due to stacking of any scrap/surplus materials, rubbish and offensive materials etc. and hindrance in movement of man/equipment may not be happened due to stacking of such type of materials

3.25 Photography inside the Dock Zone is prohibited :

Without taking any written permission from the appropriate authority of HDC/ KoPT any kind of photography whether **still or video/movie** inside the **Dock Zone** is prohibited. In compliance to the above, the contractor must ensure that, any photograph of the work or any part thereof or plant employed by the contractor shall not be taken either by the contractor or by any of the sub-contractor(s) employed by the contractor, without the approval of HDC/ KoPT and no such photograph shall be published or otherwise circulated in any manner without the approval of HDC/ KoPT. The contractor will be held responsible in case of violation of this clause.

3.26 Advertisement :

Without the written permission of HDC/KoPT the contractor shall not advertise in news paper and/or in electronic media and/or shall not display on any hoarding, fencing, building etc. in connection with this contract.

3.27 Payment Terms :

3.27.1 1st Stage Payment :

After dry docking of the vessel and with the following actions.

- (i) Dismantling Propeller, rope guards & Propeller shafts.
- (ii) Shaft seal assembly and thrust pads of propellers to be taken out.
- (iii) Both side seal assembly to be dismantled
- (iv) Lowering of both the Propeller & the propeller shaft and laying up of same on Dry Dock floor.
- (v) Cleaning of vessel under water hull area. and (H-01, H-02).
- (vi) Blasting areas indicated in H-03 & H-07, surface preparation of indicated areas before painting subject to a satisfactory of Surveyor/KoPT representative and paint manufacturer.
- (vii) Complete UTG reports/reading to submit and Duly signed by Surveyor.

On completion of above events, 40% payment deducting of total work order value to be released of which 10 % Security Deposit will be deducted.

Following Documents to be submitted:

Certification by the Chief Engineer & IWT Surveyor's inspection for completion of all Items as specified above.

3.27.2 2nd Stage Payment :

After completion of all BOQ related work, dock trial and river trial with commissioning of the entire vessel along with the IWT Surveyor's certificate.

On completion of above events, 50% payment of total work order value to be released of which 10 % Security Deposit will be deducted.

Following Documents to be submitted:

- a) Certification by the Chief Engineer for completion of all Items of work as specified in the scope of work.
- b) Gate Passes for all inward & outward materials, Material Test Certificates by the competent authority.
- c) Challans for procurement of spares/works etc., if any.
- d) IWT Surveyor's inspection report.

3.27.3 Final Stage Payment :

Balance 10 % payment of total work value Dry Dock repair would be released of which 10 % Security Deposit will be deducted within 45 days of commissioning, plying permission issued by the Surveyor and handing over the vessel to HDC.

3.27.4 Only such work will be accepted and paid for, which the Engineer of the Contract or his authorized representative may certify to be in accordance with the specification of the contract.

3.27.5 Extra & Excess Work :

For execution of any excess and/or extra work, prior approval has to be taken from HDC, KoPT by the contractor. Payment for any excess and/or extra work, would be made subject to submission of the clear bills along with work done certificates and all relevant documents including the KoPT's certification for reasonableness of the cost & time for such work etc.

3.27.6 Income Tax Deduction :

Income Tax, if any, as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the contractor.

3.27.8 Mode of Payment:

The payment will be made through ECS, for which necessary information regarding Bank Account of the contractor must be provided in the bill(s) subject to compliance with the terms and conditions of the tender including proper certification by the Engineer of the contract or his authorized representative.

3.27.9 Time of Payment :

The contractor shall have to submit unambiguous/clear **bills in triplicate** to the Manager (MO) for stage-wise payments. In normal circumstances, payment of the bills, accompanied by **Inspection Certificates** and other relevant documents, duly recommended by the Manager (MO), are passed within 30 days from the date of receipt of such bills, if found in order.

3.27.10 Interest on account of Delayed Payments :

Any claim for interest will not be entertained by HDC with respect to any payment or balance which may be in their hands owing to any disputes between HDC and the contractor or with respect to any delay on the part of HDC in making payment.

3.27.11 Other Conditions:

- i) After completion of the repair up to the entire satisfaction of the KoPT's representative, and Surveyor's recommendation the contractor should submit final bills along with signed and stamped work done certificate and other papers.

Only such work will be accepted and paid for, which the Manager (MO) or his authorized representative may certify to be in accordance with the specification of the contract.

- ii) Bill(s) for the items mentioned in the BOQ should only contain the items mentioned therein.
- iii) The bill(s) for excess work should be submitted separately against the respective BOQ item Sl. No. and description. The term excess work shall mean the item is already mentioned in the BOQ, but the quantity of job is exceeded with respect to the quantity already mentioned in the BOQ. The reason for such increase in quantity should be mentioned in remarks column of the work done certificate, duly signed and stamped by the vessel's Engineer or Authorized Agency and other supporting and relevant documents (like recommendation of MMD/IRS/IWT Surveyor joint inspection report carried out by vessel's Engineer and or KoPT's authorized agency should accompany the bill.
- iv) As mentioned above. The term extra work shall mean the work which is not mentioned in the BOQ and no offer for such item is submitted by bidder. Bills for such extra work should accompany all necessary supporting documents including prior approval taken from HDC, KoPT, cash memo for bought out items duly signed and stamped by the Engineer of the vessel or Authorized Agency of KoPT, accepted rates from the vendors etc. The determination of value of any extra work done, the rate of labour and materials are specified under Annex -14 shall be considered.
- v) Whenever any question of execution of extra work arises, the work, quantum and rates must be immediately discussed with Engineer of the contract for his approval. The Engineer of contract or his representative will give the approval for carrying out excess or extra work which crops up due to Surveyor's recommendation or any other circumstantial situation, so that, the work can be completed without any stoppage or delay. The contractor in this regard shall submit his quotation with proper justification and break up to the Engineer of contract in writing, for his consideration.
- vi) Labour deployment for extra work should be regularly certified jointly by the representatives of KoPT and the contractor. The same should be entered in the log book of the tug by the Engineer of the vessel.
- vii) Any work other than specified in BOQ, if recommended by the Surveyor/Statutory Authority, to be treated as extra work and payment

for the same to be made on cost + 10% basis subject to the following.

viii)

- a) Where the payment is to be made against OEM Spares, the payment will be certified by KoPT on the bills produced by the contractor from the authorized OEM Spares supplier.
- b) As regards payment against Non-OEM Spares/Items of work up to a ceiling of Rs. 15000/- for each item, the Chief Engineer may certify the reasonableness of the cost on the basis of a single quotation produced by the contractor from any supplier or shop having a registration number.
- c) For payment against Non-OEM Spares/Items of work above Rs. 15000/- for each Item, KoPT may certify the 'reasonableness' of the cost on the basis of at least three quotations produced by the contractor from the Suppliers or Shops having appropriate registration numbers. Bill(s) for extra work shall be submitted separately following the same procedure.
- d) For undertaking any item of **excess work up to a limit of $\pm 15\%$** , the contractor shall be paid at his quoted rate but the rate will be **negotiable** if the quantum of this particular work exceeds the above limit.

3.28 Force Majeure :

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties. The term FORCE MAJEURE as employed herein shall mean acts of God, Earthquake, War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane/Cyclone, Strike excluding that of Contractor's Suppliers or Sub-contractor's Employees.

Upon the occurrence of such case and upon its termination the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 48 (forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

3.29 Indemnity :

3.29.1 Notwithstanding that all reasonable and proper precautions may have been taken by the contractor at all times during the progress of the work, the contractor shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other property of HDC or to the lives, persons, property of others during the progress of the work.

3.29.2 In case any damage occurs to the existing structure due to the contractor's operation, the same shall be made good by the contractor at his own risk and cost. The areas, which are likely to be unsafe for use, shall be barricaded and all necessary precautionary measures, like displaying notices, shall be taken by the contractor, during commissioning and testing of equipment at site.

3.30 Workmen's Compensation :

The contractor shall indemnify HDC in the event of HDC being held liable to pay compensation for injury to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act and shall keep the same renewed, from time to time as necessary, for the duration of the contract and produce the same before completion of work to the Manager (MO).

3.31 HDC/ KoPT's Lien :

HDC, KoPT shall have a lien on and over all or any money that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by HDC, KoPT to the contractor, either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever HDC, KoPT and the contractor.

3.32 Employer's Entitlement to Terminate :

3.32.1 The Employer shall be entitled to terminate the Contract, at the Employer's convenience, at any time after giving 56 days prior notice to the Contractor, with a copy to the Employer's Representative, and returning the performance security.

3.32.2 In the event of such termination, the Contractor shall :

- a) Cease all further work, except for such work as may be necessary and instructed by the Employer's Representative for the purpose of making safe or protecting those parts of the Works already executed and any work required to leave the site in a clean and safe condition.
- b) Hand over all Construction Documents, Plant and Materials for which the Contractor has received payment.
- c) hand over those other parts of the Works executed by the Contractor up to the date of termination and
- d) Remove all Contractor's Equipment, which is on the Site and repatriate all his staff and labour from the site.
- e) Any such termination shall be without prejudice to any other right of the Contractor under the Contract.

3.32.3 In the event of such termination, the Employer's Representative shall determine the value of the work done and :

- a) The amounts payable for any work carried out for which a price is stated in the Contract;
- b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery; such Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer and the Contractor shall place the same all the Employer's disposal;
- c) Any other Cost or liability, which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
- d) The reasonable Cost of removal of Temporary Works and Contractor's Equipment from the site and the return of such items to the Contractor's works (or to any other destination at no greater cost) and
- e) The reasonable cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of such termination;
- f) Return of HDC's plant, equipment, crane(s), machineries tools and tackles

etc. which are deployed for the execution of work in good running condition and make payment accordingly.

3.33 Outbreak of War :

If during the continuance of the contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise materially affects the execution of the works, the contractor shall, unless and until the contract is terminated under the provision in this clause contained use his best endeavours to complete the execution of the works provided always that either the Employer or the Contractor shall be entitled at any time after such outbreak of war to terminate this Contract by giving notice in writing to the other and upon such notice being given this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach.

3.34 Applicability of Laws on the Contract :

The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the Honourable Calcutta High Court, India, including the following Acts with latest amendments.

- i) The Indian Contract Act, 1872.
- ii) The Major Port Trust Act, 1963.
- iii) The Workmen's Compensation Act, 1923.
- iv) The Minimum Wages Act, 1948.
- v) The Contract Labour (Regulation & Abolition) Act, 1970.
- vi) Dock Workers (Safety, Health & Welfare) Act 1987.
- vii) The Indian Arbitration Act (1940) (in the case of definite Arbitration Agreement only).
- viii) Indian Arbitration and Conciliation Act, 1996
- ix) Indian Electricity Rules, 1956.
- x) Industrial Dispute Act, 1947.
- xi) The Environment (Protection) Act, 1986.
- xii) Other Acts/Rules/Regulations which may be applicable to the contract during execution of the same.

3.35 Other Terms and Conditions :

Notwithstanding anything contained herein, the contract will generally be guided by the **General Conditions of Contract, May 1993 of Kolkata Port Trust (GCC)**, duly approved by the Board of Trustees in May, 1993, as well as the Major Port Trust Act, 1963, and subsequent amendments thereof, if any, unless otherwise specified.

oooOoOoOo

4. SCOPE OF WORK

4.1 Introduction:

The Entire work is comprises of Dry Dock Repair of Hull including Chipping & Painting after through gauging & renewal of Anodes and Repair of Propeller Shaft sealing arrangement and shafts, Propellers, Rudders and Kort nozzles (P&S).

4.2 General Particulars of the Vessel :

Name of the vessel	: Tug Bijoy Singha
Year of Built	: 1993
Official No.	: 1313
Length Overall	: 33.25 mtr.
Breadth	: 9.7 mtr.
Draft	: 4.5 mtr.
BHP	: 2 X 1125
GRT	: 301 MT
Bollard Pull	: 30 Ton

4.3 Scope of the Contractor:

- 4.3.1** The Contractor shall be deemed to have carefully examined the vessel, worksite and the terms & Conditions of the tender document including Bill of Quantity & GCC etc.
- 4.3.2** The entire work should be executed in close coordination with Engineer or his authorised representative. In this regard, weekly report, jointly signed & stamped by the Contractor and Chief Engineer, has to be furnished before Engineer. Also daily work done report has to be sent to Chief Engineer of vessel with a copy to the Engineer.
- 4.3.3** Clarification regarding any delay is to be provided in this report giving reasons for delay and proposed action plan for completion in time.
- 4.3.4** Before undocking of vessel, the dry dock floor, drains, alters & adjacent area of dry dock to be cleaned to the satisfaction of KoPT, i.e. all the left over materials during blasting/repairing etc are to be removed prior to flooding also empty drums to be supplied by the contractor for collection of used oil of machineries, bilges etc. prior opening/ during overhauling to prevent oil pollution & any delay of work.
- 4.3.5** All the materials required for renewal/repair must conform to relevant Indian Standard as applicable. Workmanship shall be up to the entire satisfaction of Engineer or his authorized representative, as per contract provision.
- 4.3.6** Should any alteration or addition to the works specified in specifications, not involving extra cost to the contractors be considered necessary or expedient by either party or by the HDC/KoPT and mutually agreed or in – writing, the contractor shall execute the same without any charge beyond the contract price. But if the HDC/KoPT shall desire any alterations or addition involving extra cost to the contractors, the contractor before executing the same shall tender to the HDC/KoPT a written offer stating the nature and cost of such alterations or additions and the extension of time in writing, the contractors shall be bound to execute the work. No extra cost shall be charged by the contractors or if charged shall be paid for by the HDC/KoPT except such as may be embraced in such written offer and acceptance. Rebate or refund of such sums as may be mutually

agreed upon in writing, representing the value of materials and workmanships that may be dispensed with by reasons of any such addition or alteration.

- 4.3.7** All materials and workmanship used and employed for execution of contract shall be to the entire satisfaction of the HDC/KoPT. Any portion or portions of the works done under this contract which may be considered by the Trustees to be defective or unsatisfactory or not in accordance with the specification and which they shall reject shall be forthwith replaced/reconstructed with fresh materials, as the case may be, in a manner satisfactory to the Trustees and stated by the HDC/KoPT in writing and at the sole risk and expense of the Contractors.
- 4.3.8** The Contractors shall at all times during the progress of the repair Work of Vessel, employ sufficient number of skilled workmen and Labourers with necessary over lookers and proceed with the works hereby agreed to be executed (hereinafter referred to as the work) in order to secure the due completion of the work within the time limited for that purpose by this contract and shall also at all times during the progress of works upon being required so by the Trustees hasten the rate of progress of repair and completion of the work in accordance with any such requisition and to the Satisfaction of the Trustees, provided always nothing herein contained – Nor anything done or omitted to be done by the Trustees in Pursuance hereof shall be deemed to release the Contractor's firm or diminish or affect in any way their obligation to complete the Work within the time limited by the contract or their liability in Respect thereof.
- 4.3.9** The Contractor shall provide all facilities for inspecting the materials and workmanship used or intended to be used or employed during the progress of repair work of vessel and shall also provide labour free of charge as may be required from time to time for the purpose of such inspection.
- 4.3.10** The Contractor shall be solely responsible for the satisfaction of and shall at all time indemnify the Trustees Officers against any claims or actions arising from accidents or injuries to workmen or other persons or damage to property which may arise during the execution of this contract or from the breach of any law or regulation prior to handing over the vessel after completion of the job.
- 4.3.11** Contractor shall indemnify the Trustees against all penalties, damages and payments whatsoever which the Trustees shall be legally required or compelled to pay or made by reason of the non performance or any of the engagements herein contained on the part of the Contractors other than failure to commissioning of the vessel within the time specified in clause (10) here of and if any time shall the Trustees be called upon to pay any sum or sums of money by way of penalty, compensation or performance by the contractors of any of the covenants herein on the part contained or neglect on their part or liability of their incurring or which may arise in carrying out the works the contractor shall thereupon on demand forthwith repay the Trustees the full amount of such penalties and payments with all costs of damages and expenses attending the settlement and ascertaining the amount thereof or of defending any action suit or other proceeding in respect thereof or the Trustees may at their option deduct the amounts from the Contractors Bills provided nevertheless that no such payment shall be made or action defended without reasonable notice where practicable, being given before hand to the Contractors to the intent that they may have the opportunity of resisting, compromising or setting the same at their own expense provided further that the Foregoing indemnity shall apply only to such penalties and payments aforesaid, if any,

as shall be incurred up to the delivery and handing over of the vessel as herein before provided and the Contractors shall not be liable for any claim in respect of consequential damages incurred after such delivery of the vessel to and acceptance by the Trustees.

- 4.3.12** Performance by the contractors of any of the covenants herein on the part contained or neglect on their part or liability of their incurring or which may arise in carrying out the works the contractor shall thereupon on demand forthwith repay the Trustees the full amount of such penalties and payments with all costs of damages and expenses attending the settlement and ascertaining the amount thereof or of defending any action suit or other proceeding in respect thereof or the Trustees may at their option deduct the amounts from the Contractors Bills provided nevertheless that no such payment shall be made or action defended without reasonable notice where practicable, being given before hand to the Contractors to the intent that they may have the opportunity of resisting, compromising or setting the same at their own expense provided further that the Foregoing indemnity shall apply only to such penalties and payments aforesaid, if any, as shall be incurred up to the delivery and handing over of the vessel as herein before provided and the Contractors shall not be liable for any claim in respect of consequential damages incurred after such delivery of the vessel to and acceptance by the Trustees.
- 4.3.13** His contract shall be construed to be effected according to the law for the time being in force in India.
- 4.3.14** Nothing in this present shall be deemed to or shall impose any personal liability on Trustees or any of the representatives of the Trustees'.
- 4.3.15** Any notice or other documents of any discretion under this contract may be given or sent to the Contractors by leaving the same or sending the same to them by post at their works.
- 4.3.16** The contractor will be required to work round the clock including on Sundays & Holidays to be able to complete work in time. However he would be required to give at least one working day advance notice to Chief Engineer of the Vessel with regard to execution of any critical work to be executed in 2nd/3rd shift, so that necessary arrangement is made for presence of the Engineer. However, if contractor does not carry out any work on Sundays/Holidays without prior intimation, necessary charges for booking of KoPT personnel for such bookings will be deductible from the accounts of contractor prior final settlement. Such non-working days will also have to be recorded in the register maintained onboard. Unless otherwise specified, in the entire specifications in all items of work whether unit rate or lump sum rate, all Washers, Studs, G I Bolts & Nuts, Screw and other fasteners, rubber rings, gaskets, joints, split pins, jointing & compounds will be also treated as consumables and cost of renewals of those as necessary/required shall be taken in account by the tenderers while quoting such rates/Lump sum rates against respective items of work.
- 4.3.17** Lump sum rates where specified categorically for repair of wooden furniture, doors, panelling, flooring and windows etc shall include the cost of replacement of broken/worn out/missing joinery materials such as nails, hooks, hinges, bolts, staples, and adhesives etc. joinery material used in above repair shall be near around same size and materials as existing. Timber shall be good quality of existing Wood/ Marine

quality plywood board (Century/Green ply),(conforming to appropriate IS Specification). However, if the repair involved complete renewal of any items of furniture and not anticipated earlier, then the same shall be treated separately and paid as bought out items. However, no other payment will be made against the said item.

- 4.3.18** Lump sum price for repairs of Port hole glasses, window glasses etc. shall include all repairs/renewals (excluding total renewal of frames), renewal of opening/closing arrangement of equipments, renewal of rubber gasket supply and as necessary as may be recommended. However, complete renewal of glasses and frames will be paid as bought out items.
- 4.3.19** Unless otherwise specified, renewal of all M S & G I pipes will be paid on pro-rata basis from available rate with minimum length of 1 meter **as per rate provided in ANNEXURE 'XIV'**.
- 4.3.20** Unless otherwise specified all timber renewals will be paid at timber renewal rate.
- 4.3.21** It may be so required that certain plant and machineries, equipments, furniture, fixtures, panelling, electrical wirings etc. may be required to be removed & fitted back in order to attend to adjacent repairs, like steel removal etc. required to be carried out under the BOQ of the tender. These jobs have to be carried out by the successful contractor as per Annexure-XIV rate. The shifting cost of the windlass if required, to be paid on lump sum basis.
- 4.3.22** All waste materials & debris arising out of the repairs of the Tug would be required to be disposed off outside Dry Dock Area free of cost by the contractor at their own cost and arrangement from the area of work as per directive of the Chief Engineer of the Vessel.
- 4.3.23** All Scrap materials arising out of Steel Renewal Work are required to be taken out by the Contractor free of cost as per directive of the Chief Engineer of the Vessel.
Recovery will be made from the contractor's bill on the basis of 50 % weight of Steel Renewal at a rate equal to the rate of MS Scrap as available just before the date of submission of Bid for Sale by HDC through MSTC.
 The work is to be carried out with ISI/BIS marked materials and with highest degree of workmanship to the entire satisfaction of MMD/ IRS/ IWT Surveyors & KoPT's representative.
- 4.3.24** For any days or part thereof loss in working due to unforeseen reasons, leading to delay in completion of the repairs, the same would be required to be noted jointly with KoPT's representatives in the Log Book to be maintained on board the vessel – As a loss of time register book (Hindrance Register).
- 4.3.25 Quality & Workmanship:** All steel material to be of I S 2062:2006 Grade-A/Grade-B/Loydes Gr-A/Gr-B, IRS Gr.-A with proper test certificates. Generally all hull plating bulkhead plating up to main deck and main deck plating shall be IS 2062 Grade 'B' and all other plates and sections shall be not less than IS 2062 Grade –A/ IRS Grade-A quality. In the event there is no supporting test certificate, the tenderer would be required to send random sample pieces to Govt. approved test houses for testing at the Tenderer's expense and provide the test certificates.

- 4.3.26 Welding:** All welding to be carried out in an approved manner and as per code of practice of relevant Indian standard specification (Latest Revision). Welding should be done as per the relevant IS specification. Welders should be certified by the competent authority like IRS, LRS, etc. Welding work, casting, forging etc. shall be subjected to radiographic / ultrasonic testing. The reports of radiographic testing along with the film and / or the reports of ultrasonic testing are to be submitted at the time of inspection before the Manager (MO) or the Chief Engineer of the Vessel. The Manager (MO) has reserved the right to carry out any radiographic / ultrasonic test from any Govt. / Govt. approved Testing Laboratory, which was carried out earlier by the contractor, in such case the Test Report from Govt. / Govt. approved Testing Laboratory engaged by the Manager (MO) shall govern and binding to the contractor. After completion of each work, the contractor should adopt suitable means to identify each radio-graphically tested joints with the concerned radiographic firms and the same to be furnished before the Manager (MO) after completion of related work for documentation. Minimum 300 millimeters for each 1000 millimeters length of welding joints shall be radio-graphically tested in case the major load carrying members are made of more than one piece to make up the dimensions by welding. The Manager (MO) reserves the right to test radio-graphically about 3% lengths of any other welding joints. If any of the tests shows that the welding is defective, the same should be rectified and further test shall be carried out. All such tests shall be at the contractor's cost. If material specification of any item/part is not identified properly, sample of raw material of existing item should be collected and tested in the Govt./Govt. Approved Test Laboratory for identification and the same will be applicable for replacement. The cost for the same will be borne by contractor.

All butt welds shall have full penetration and wherever possible shall be welded from both sides all weld joints in hull, deck and tank top plating and wherever required at other places shall be watertight. Welding, as may be recommended by the MMD/IRS/IWT Surveyors, KoPT's Representatives, shall be subjected to non-destructive testing e.g. Radiography, D P Test etc. and the entire cost of such testing shall have to be borne by the tenderer. Rectification of defects as may be recommended by the Survey/KoPT subsequent to such testing shall have – not exceeding 5% of butt welds.

- 4.3.27** If the Radiography test is recommended by the Surveyor/ Manager(MO) or his representative and the cost of such test exceeds **Rs. 10,000/-**, then the difference of cost will be borne by the KoPT subject to prior Official consent of Vessel's Engineer.
- 4.3.28 Electrodes:** Quality/ Brand of Electrodes to be used for welding shall be approved by Statutory Authority i.e. IRS/ABS/LRS/DNV etc.
- 4.3.29 Shaping of Plates & Sections:** While renewing plates and sections, which require shaping/forming, shaping and forming of new plates/sections to the true profile/contour are to be done in the tenderer's fabrication yard prior to fitting those on board, to the extent possible.
- 4.3.30 Thickness of the Plates & Sections :** The tenderer must ensure themselves of the thickness of the plates & Sections to be renewed from the relevant areas as fitted, drawings available on board. Renewals are to be carried out with the original thickness of plates and Sections. NO dispute in this regard at a later date will be entertained.
- 4.3.31 Length & Width of the Plates :** Renewal of plates should be in one length and width keeping in original section unless otherwise approved.

- 4.3.32 Size of the rolled Section** : Unless otherwise approved / recommended the existing rolled sections requiring renewal shall be replaced with respective same size of rolled section. Replacement of all timbers if not otherwise specified, shall be done with good quality Indian Sal Wood.
- 4.3.33** All electrical fittings and fixtures to be of Grade IP-65 or equivalent to the satisfaction of KoPT **representative**.
- 4.3.34 Staging**: Staging of adequate strength and area, together with reasonable access thereto as per safety regulations shall be provided by tenderers to facilitate the work of repair/renewal, painting and inspection without incurring any extra cost to KoPT.
- 4.3.35 Hose Testing**: All welded joints, butts to be tested with water hose having 2 to 2.5 bar pressure for ascertaining water tightness and shown to Surveyor, if required.
- Necessary Hose, Hose coupling, Nozzle for undertaking hose testing to be provided by KoPT from their Vessel free of cost. Necessary arrangements for testing have to be done by the contractor & all other costs to be borne by the contractor
- All Engine/Machinery Parts will be supplied by KoPT to the extent available. If not supplied by KoPT to be purchased by the contractor from the manufacturer or their authorized dealers and supported with proper purchase documents. However all Non-OEM Seals (except mechanical seals for pumps) Gaskets, Joints, and Rubber rings shall be supplied by the Contractor included in quoted rates.
- 4.3.36 Power Cleaning, Copper Slag Blasting, Chipping, Cleaning & Painting**: Ship side up to deck level and the entire under water area including appendages and exposed parts to the water side to be Power cleaned, Grit blasted to SA 2.5 and epoxy paints of any of the three firms i.e. AKZONOBEL, SIGMA, JOTUN, HAMPEL & CHOGUKU (Conforming to appropriate IS Specification) make to be used as per attached paint schedule (Clause No.- 4.6). Airless spray painting to be done everywhere. Chipping, Scraping, Cleaning & painting works of all other areas of entire vessel has to be carried out by the successful tenderer. All Paints to be supplied by the contractor. All paints for areas other than under water and ship side, should conform to their latest respective Indian Standard Specification, shall be supplied in sealed containers showing their Batch Nos. Date of Manufacture and other details and shall be obtained from reputed manufacturer and to be certified by the Chief Engineer of the vessel , e.g. Berger Paints, Jenson & Nicholson, ICI & Garware (Conforming to appropriate IS Specification).
- 4.3.37 Rectification of Defects**: The Contractor will be bound to rectify the defects of bad materials used and poor workmanship detected at any stage of inspection and even after final inspection and after flooding also. Such rectification will have to be done in a manner approved by MMD/IRS/IWT Surveyor/KoPT Representative at no extra cost to the Trustees. No extension of completion time will be granted on account of such rectification work.
- 4.3.38 Hindrance Register**: Hindrance Register will have to be maintained on board at site as per ANNEXURE – XII by the Engineer of the vessel and the same to be signed by the contractor and the Chief Engineer of the vessel.
- 4.3.39 Scope of HDC, KoPT**: Electric power at berth/dry dock will be supplied free of cost to the contractor by KoPT. For any other purposes and beyond stipulated time of completion of repairs, electricity will be provided on chargeable basis as per applicable electricity tariff of HDC, KoPT which may vary time to time.
Dock water at berth/dry dock will be supplied free of cost by KoPT from nearby

hydrants.

Crane facility as available in berth/dry dock will be supplied by KoPT free of cost to the successful tenderer on submission of their written requirements/bookings one day in advance. Tenderer to indicate no of shifts dry Dock Crane may be required, Crane if not available then contractor has to arrange the same.

ANNEXURE –XIV(B)

After completion of total work and completion of final survey the main deck, accommodation, engine room etc. to be thoroughly cleaned. All cabins, mess rooms, wheel house, panelling to be cleaned by soap water and wiped out thoroughly with clean cloth and to be shown to Tug Engineer.

Chipping, Scraping, Cleaning and Painting : (All paints to be supplied by the repairer and paints used to be in confirmation of ISO standard and environmental friendly). Entire outside hull from Keel to W.W. Line including sea chest, underwater exposed area of Kort Nozzle, Rudder, both side Shell Plate, above W.W. Line etc. to be cleaned and Quartz/Grit blasted to SA 2.5 taking all necessary precaution. Thereafter, following coats of painting to be applied as per KoPT Paint schedule (Clause No.- 4.6). (After each and every quote of painting thickness of paint measurement to be shown to the representative of KoPT) All paints should be tar free epoxy paints.

From Keel to W W Line: (b) Application of one coat of Epoxy Primer of Minimum thickness of 40 Micron. One Anti corrosive of thickness 125 Micron. One coat of modified Epoxy (Tie coat) of thickness 75 micron. Two coats of Anti fouling of thickness 100 micron. (Total 5 coats of paint).

Entire painting to be done by Air Less Jet Spray System for both the above cases.

Random Photograph as per instruction of Chief Engineer / KoPT representative to be taken for surface preparation and submitted to the KoPT. The Paint manufacturer also to certify the surface preparation before application of each coat of paint. Calibrated equipment to be provided for random checks for measure the thickness of each Coat of paint.

- i) Copper Blasting of entire under water area and ship side up to deck. ii) Painting of entire under water area and ship side up to deck as per specified schedule. (d) Entire exposed Main Deck plating including deck fittings. To be chipped, scrapped and cleaned thoroughly and to be painted by 3 coats of paints as per Paint schedule (Clause No.- 4.6). Rates for the same to be quoted on lump sum basis. . In all above cases random photograph as per instructions of Chief Engineer/KoPT representative to be taken for surface preparation and submitted to the KoPT/HDC. The Paint manufacturer to also certify the surface preparation before application of each coat of Paint.

4.4 Paint schedule :

Outside underwater hull up to wind & water line including propeller guards inside sea Chests etc. Application of one coat of Epoxy Primer of minimum thickness of 40 micron. One coat of Anti-corrosive of Thickness of 125 micron. One coat of modified Epoxy (Tie coat) of thickness 75, two coats of anti-fouling of thickness 100 Micron. (Total 5 coats of paints). For above water upto main deck level following Epoxy Coats to be used: One Coat of Modified Epoxy (tie coat) of thickness 75 Micron. Epoxy Finish Paint – 2 Coats minimum Thickness 100 Micron. (Total 5 Coats of Paints) Entire Painting to be doe by Airless Jet Spray System. Entire Length of Bulwark Plates inside & outside including bull work stays : Following Epoxy Coats to be used : Epoxy Primer – 1 coat minimum thickness 40 micron. Anti Corrosive – 1 coat minimum thickness 125 micron. Epoxy finish paints – 2 coats minimum thickness 100 micron. Total 4 coats of paints. Entire painting to be done by Airless Jet Spray System. **Exposed Steel of Main Deck Plating** (including deck fittings & deck Pipe lines) : 2 coats of Synthetic Red Lead Primer Paint. 1 coat of finish paint of existing colour, except in gutter way, which shall be painted with 2 coats of Bitumastic paint.

ANNEXURE – V

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED,
SCANNED AND ATTACHED]
THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF TENDER

CONTRACT NO. :

To

.....
.....
.....
.....

I/We

of

having examined the site of works, inspected the drawings and read the specifications, General and Special Conditions of Contract and Conditions of Tender, hereby Tender and undertake to execute and complete all the works required to be performed in accordance with the specifications, Bill of Quantities, General and Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities within

..... month/week from the date of Order to commence the work and in the event of our Tender being accepted in full or in part, I/we also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special and General Condition of Contract and I/we hereby agree that until such Contract Agreement is executed, the said specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

I/We require.....days/months the preliminary time to arrange and procure the materials required by the work from the date of acceptance of Tender before I/we could commence the work.

(* This should be scored out in the case of Labour Contracts)

I/we have deposited the stipulated Earnest Money vide transaction No.

.....dated.....from.....

.....Branch of.....Bank.

I/we agree that the period for which the Tender shall remain open for acceptance shall not be less than 180 days.

**Signature of
Tenderer**

(Seal of the Tenderer)

Signature :

Name :

(In Block Letters)

Address :

.....

.....

Occupation :

Name of the

Tenderer :

Date :

Address :

.....

.....

WITNESS :

Strike out which are not applicable

ANNEXURE – VI

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD,
SIGNED,SCANNED AND ATTACHED]**

DECLARATION OF THE BIDDER

**Manager (MO),
Haldia Dock Complex,
Kolkata Port Trust**

**Sub: Tender for Carrying out Emergency Dry-Docking Repairs of Tug Bijoy Singha of
Haldia Dock Complex, Kolkata Port Trust.**

E-TENDER NO: KoPT/Haldia Dock Complex/MO Div/5/17-18/ET/196

1. I / we have examined carefully, read, understood and accepted all the Terms & Conditions of the instant tender including Price Schedule, Special Conditions of Contract, Scope of Work, General Conditions of Contract, May 1993 of Kolkata Port Trust, drawing etc. I / we hereby tender and undertake to execute and complete the work required to be performed in accordance with all these Terms & Conditions of the instant tender.
2. I/We declare that my/our offer has no deviation from the Terms & Conditions of the instant Tender Document.
3. I /We have deposited requisite Earnest Money & Bid document fee.

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 following two and initial the same].

4. I/We, on behalf of my/our concern / company hereby declare that I/we or my/our associates have not been banned or de-listed or debarred by any Government or Quasi Government Agencies or Public Sector Undertaking in India.
5. I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company is not associated with any other firm bidding for the instant work
6. I/We have not altered /deleted /added any Terms & Conditions in the tender document.
7. 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 “**Price Schedule**”, **without any extraneous condition. There is no change in the format of Un-priced Price Schedule.** Except in the Price Bid, the price is not mentioned/ disclosed in any other place of our tender/offer

**Signature of the Tenderer
with Official Seal**

ANNEXURE – VII

**[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND
ATTACHED] EXPERIENCE DETAILS OF THE BIDDER**

The Tenderer must submit the information in this format.

In case of **Association** in the form of **Consortium** or **Joint Venture Agreement**, information **for all the members of the Association** should also be submitted in this format. Separate Sheet must be used in each case.

Number of orders executed during **last 7 years** [i.e. from **01.07.2010 to 31.06.2017**] with respect to work involving Emergency Dry-Docking repairs etc.

Sl. No.	Contract No. & Contract Period	Type of Contract	Name of the Employer/ place of work.	Actual Execution			Contract Value (Rs.)	Reference Document in support of execution of work
				From (Date)	To (Date)	Period (Month)		

**Signature of the Tenderer
with Official Seal**

ANNEXURE – VIII

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND ATTACHED]

GENERAL INFORMATION OF THE BIDDER

The bidders must submit the information in this format.

1	Full name of the firm (IN CAPITAL LETTERS).	
2	Major area of business	
3 a)	Address of Registered Office / Head Office.	
b)	Name of the contact person at Head Office.	
c)	Telephone Number(s).	
d)	FAX Number(s).	
e)	E-mail Address(es).	
f)	Website Address(es).	
g)	Place of Incorporation / Registration.	
h)	Year of Incorporation / Registration.	
4 a)	Address of the Branch Office, if any.	
b)	Name of the contact person at Branch Office.	
c)	Telephone Number(s).	
d)	FAX Number(s).	
e)	E-mail Address(es).	
5	Whether the Tenderer is a Proprietorship Firm or Partnership Firm or Limited Company .	
6	Turnover of the Tenderer for the last 3 Financial Years (ending on <u>31.03.2017</u>).	
i)	2014 – 15	
ii)	2015 – 16	
iii)	2016 – 17	
7	Details of the Banker(s):	
a)	Name of the Banker(s), in full.	
b)	Address(es) of the Banker(s).	
c)	Telephone Number(s).	
d)	FAX Number(s).	
e)	E-mail Address(es).	
f)	Name(s) of the contact person(s).	
8	Details of Income Tax, GST (if applicable):	
a)	GST Registration No.	
9	Trade License No.	
10	Employees Provident Fund (EPF) Code No.	
11	Employees State Insurance (ESI) Code No.	

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

**Signature of the Tenderer
with Official Seal**

ANNEXURE –IX

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND ATTACHED, AS APPLICABLE]

INFORMATION REGARDING LICENSING AGREEMENT/TECHNICAL COLLABORATION

AGREEMENT/JOINT VENTURE AGREEMENT

If any Tenderer has a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** with other firm(s), information for all the **Technical Collaborator(s) / Licensors(s) / Partner(s)** should be submitted in the **Table -1** and **Table – 2** given below.

Table – 1

Name of all the Technical Collaborator/Licensors/ Partner, indicating the name of the Leading partner (Partner-in-charge)		
Description		Name
SL NO	Leading partner (Partner-in-charge)	
1	Technical Collaborator/Licensors/ Partner	
2	Technical Collaborator/Licensors/ Partner	
3	Technical Collaborator/Licensors/ Partner	
4	Technical Collaborator/Licensors/ Partner	
5	Technical Collaborator/Licensors/ Partner	
6	Technical Collaborator/Licensors/ Partner	
7	Technical Collaborator/Licensors/ Partner	
8	Technical Collaborator/Licensors/ Partner	

Information for **each of the Technical Collaborator(s) / Licensor(s) / Partner(s)** should be submitted in Table – 2.

Table – 2

1	Full name of the firm (IN CAPITAL LETTERS).	
2	Major area of business	
3 a)	Address of Registered Office / Head Office.	
b)	Name of the contact person at Head Office.	
c)	Telephone Number(s).	
d)	FAX Number(s).	
e)	E–mail Address(es).	
f)	Website Address(es).	
g)	Place of Incorporation / Registration.	
h)	Year of Incorporation / Registration.	
4 a)	Address of the Branch Office, if any.	
b)	Name of the contact person at Branch Office.	
c)	Telephone Number(s).	
d)	FAX Number(s).	
e)	E–mail Address(es).	
5	Whether the Tenderer is a Proprietorship Firm or Partnership Firm or Limited Company.	
6	Turnover of the Tenderer for the last 3 Financial Years (ending on <u>31.05.2017</u>).	
i)	2014 – 15	
ii)	2015 – 16	
iii)	2016 – 17	
7	Details of the Banker(s):	
a)	Name of the Banker(s), in full.	
b)	Address(es) of the Banker(s).	
c)	Telephone Number(s).	
d)	FAX Number(s).	
e)	E–mail Address(es).	
f)	Name(s) of the contact person(s).	
8	Details of Income Tax, GST (if applicable):	
a)	GST Registration No.	
9	Trade License No.	
10	Employees Provident Fund (EPF) Code No.	
11	Employees State Insurance (ESI) Code No.	

ANNEXURE – X**[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND ATTACHED]****DETAILS OF KEY PERSONNEL**

Details of key personnel involved in administration and execution of the subject work till completion, are to be furnished. The information in this regard should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

Sr.	Name in full	Designation	Qualification	Experience.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature of the Tenderer with Official Seal

ANNEXURE – XI(A)**THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA****FORM OF AGREEMENT**

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

Tender for carrying out Emergency Dry-Docking Repairs of Tug Bijoy Singha of Haldia Dock Complex, Kolkata Port Trust.

Ref: Order No.dated

This Agreement made this day of , Two Thousand ,
BETWEEN

The Board of Trustees for the Port of Kolkata, a body corporate -- constituted by the Major Port Trust Act, 1963 (hereinafter called the '**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
[Together hereinafter the "Parties"]

WHEREAS

The Trustees are desirous that certain works should be executed by the Contractor, viz. work of carrying out Emergency Dry-Docking Repairs of Tug Bijoy Singha of Haldia Dock Complex, Kolkata Port Trust and Completion of such work and remedying any defects therein.

NOW THIS AGREEMENT WITNESSED as follows :

1. In this Agreement words expression 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.
 - (b) The Letter of Acceptance of the Tender /offer,
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract, if any.
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The priced Bill of Quantities.
 - (h) The Trustees' Schedule of Rates and Prices (if any).
 - (i) All correspondence, 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 Design, Execute and Complete the work and remedy any defects therein, in conformity with the provisions of the Contract, in all respects.

The Trustees hereby covenants to pay to the Contractor in consideration of such Design, Execution and Completion of the work and the remedying of defects therein, the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The parties hereunto affixed their respective Common Seals (or have hereunto set their respective hands and seals).

For and on behalf of

**HALDIA DOCK COMPLEX
KOLKATA PORT TRUST
(TRUSTEES)
SEAL
In presence of**

For and on behalf of

**(CONTRACTOR)
SEAL**

In presence of

[In case the Contractor has a Licensing Agreement or a Technical Collaboration Agreement or a Joint Venture Agreement with other Firm (s)]

FORM OF AGREEMENT

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

Tender for carrying out Emergency Dry-Docking Repairs of Tug Singha of Haldia Dock Complex, Kolkata Port Trust.

Ref: Order No.dated

This Agreement made this day of , Two Thousand

BETWEEN

The Board of Trustees for the Port of Kolkata, a body corporate -- constituted by the Major Port Trust Act, 1963 (hereinafter called the '**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 Contractor being the of , a Company organized and existing under the laws of with its Head Office at

AND WHEREAS

....., a Company organized and existing under the laws of (hereinafter called ".....")

[Together hereinafter the "Parties"]

AND WHEREAS

i. Contractor and have entered into an Agreement on and subsequent supplementary agreement executed on to cover the clauses of the aforementioned Tender invited by the Trustees.

and

ii. The Trustees are desirous that certain works should be executed by the Contractor, viz. carrying out Emergency Dry-Docking Repairs of Tug Bijoy Singha of Haldia Dock Complex, Kolkata Port Trust and have accepted a Tender / offer by the Contractor for Execution and Completion of such work and remedying any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words expression 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.
 - (b) The Letter of Acceptance of the Tender /offer.
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract.
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The priced Bill of Quantities.
 - (h) The Trustees' Schedule of Rates and Prices (if any). Original Agreement dated and supplementary Agreement dated between the Contractor and the
 - (i) All correspondence, 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 Design, Execute and Complete the work and remedy any defects therein, in conformity with the provisions of the Contract, in all respects.
4. The Trustees hereby covenants to pay to the Contractor in consideration of such Design, Execution and Completion of the work and the remedying of defects therein, the Contract Prices at the times and in the manner prescribed by the Contract.
5. In terms of the Original Agreement and Supplementary Agreement mentioned hereinbefore between the Contractor and the, the Contractor shall fulfill all contractual obligations with the Trustees in terms of the subject work as per the relevant Tender and other documents mentioned above AND the shall be jointly and severally responsible/liable for the performance in terms ofstipulated in the Tender Document and subsequent Technical addendum issued thereon from time to time.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The parties hereunto affixed their respective Common Seals (or have hereunto set their respective hands and seals).

For and on behalf of

For and on behalf of

**HALDIA DOCK COMPLEX
KOLKATA PORT TRUST
(TRUSTEES)
SEAL**

**(CONTRACTOR)
SEAL**

..... (The ".....") does hereby reiterate and reconfirm their obligation and responsibilities solely for the purpose of clause nos., mentioned above.

**FOR AND ON BEHALF OF
(THE)SEAL**

ANNEXURE – XII**FORMAT FOR HINDRANCE REGISTER.**

Sl. No.	Nature of Hindrance	Item of work which could not be executed on account of this hindrance.	Date of start of Hindrance.	Date of removal of Hindrance.	Net Hindrance in days.	Signature of site Engineer.	Weightage of this Hindrance.	Net effective days of Hindrance.	Signature of Inspecting Officer	Remarks of Engineer In Charge.	Contractor's Signature.
1	2	3	4	5	6	7	8	9	10	11	12

Note: The above register will be kept on board. The successful bidder will have to maintain the register as per terms and condition of the tender.

ANNEXURE – XIII**INTEGRITY PACT**

Between

Haldia Dock Complex, Kolkata Port Trust (KoPT) hereinafter referred to as "The Principal"

And

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, an Independent External Monitor (IEM) appointed by the Principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

To avoid all forms of corruption by following our system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to;

Enabling the PRICIPAL/ EMPLOYER to get the contractual work executed and /or to obtained/ disposed the desired said stores / equipment at a competitive price in conformity with the defined specification / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement / disposal and enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors also abstain from bribing and other corrupt practices and THE PRINCIPAL / EMPLOYER will commit to prevent corruption, in any form , by its officials by following transparent procedures.

Section 1 - Commitments of the Principal/ Employer

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender

process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **"Guidelines on Indian Agents of Foreign Suppliers"** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on 'Indian Agents of Foreign Suppliers' is annexed and marked as Annex- "A".

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking/Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not

sign this Pact or violate its provisions.

Section 7 – Other Legal actions against violating Bidder(s)/Contractor(s)/ Sub contractor(s).

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

Section 8 – Roll of Independent External Monitor (IEM)

(a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

(b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.

(e) The BIDDER/CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ contractor/ Sub-Contractor(s) with confidentiality.

(f) The Monitor will submit a written report to the designated Authority of Principal/Employer/Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Employer/Bidder/Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

(g) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(h) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(i) The word “Monitor’ would include both singular and plural.

Section 9 – Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment

of commission, the PRINCIPAL/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/ CONTRACTORS and the BIDDER/ CONTRACTOR shall provide necessary information and documents **in English** and shall extend all possible help for the purpose of such examination.

Section 10 - Pact Duration:

This pact begins when both parties have legally signed it and will extent upto two years or the complete execution of the contract including warranty period whichever is later. In case bidder/ contractor is unsuccessful this Integrity Pact shall expire after six months from the date of signing of the contract.

If any claim is made/ lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of KoPT.

Section 11 - Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing, in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of the Principal)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE – XIV(A)

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND ATTACHED]

PREAMBLE OF BILL OF QUANTITY

- 1 Price to be quoted only in the Price Bid (priced Bill of Quantity) should strictly as per “Bill of Quantity”, **without any extraneous condition**. There should not be any change in the Format of un-priced “Bill of Quantity”. The Price Bid does not contain anything other than the price. Price should be quoted both in figures and words. The tender may liable for outright rejection, if the same is quoted only in figures. Except in the Price Bid, the price is not mentioned/ disclosed in any other place of tender/offer.
- 2 Quoted price for carrying out Emergency dry-docking repairs of tug Bijoy Singha should be inclusive of all incidental charges, taxes and duties but **exclusive** GST (please refer to **Clause No. 3.21**).
- 3 The bidder shall quote for all items, as described in the Bill of Quantity.
- 4 Except where otherwise expressly provided, the contractor shall provide all materials, labour, plant and equipment and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
- 5 The quantities given in the Bill of Quantity are indicative only and are given to provide a common base for evaluation purpose only. Quantity may vary during actual execution of work. Clause No. 7.0 of General Condition of Contract (GCC) will be followed for variation and its valuation.
- 6 Other than the statutory Taxes, Duties Levies etc. quoted price should be remain firm during the currency of the contract.
- 7 Work under Bill of Quantity to be followed as per terms & conditions of tender including ‘Scope of Work’, as mentioned in the Tender Document.
- 8 All consumable including electrode fasteners etc. will be under the scope of the contractor.

**Signature of the Tenderer
with Official Seal**

ANNEXURE – XIV(B)

[DOCUMENT TO BE DOWNLOADED, SIGNED, SCANNED AND ATTACHED]

BILL OF QUANTITY [UNPRICED]**“SCHEDULE OF WORK”**

NAME OF WORK: EMERGENCY DRY DOCKING REPAIR WORK OF TUG BIJOY SINGHA TO BE CARRIED OUT AT KOLKATA DRY DOCK

SI No	Description Of Work	Unit	EVC Q'ty.
H-01	Ship to be dry docked & undocked as per docking plan for both versions of docking if required to facilitate blasting & painting of the areas in way of the keel blocks for 1st version.	To be Provided by HDC, KoPT	
H-02	After docking, clean underwater area by dock water jet (pressure – 3000 P.S.I. to remove the marine growth within 48 hrs. of docking and subsequently remove the same from the dry dock floor within next 24 hrs. Then again clean the area with D.W. thoroughly.	LS	LS
H-03	<p>Survey of underwater hull (100%) up to Wind + Water line including propeller, nozzles, annular guard chamber and other appendages including inside of the sea chest ,sea suction gratings etc to be carried out by I.W.T. Thereafter all the above areas to be properly chipped, scraped and cleaned. Copper slag blast the entire area to SA-2.5 standard after taking all precautions. Surface preparation of the above area to be done before painting as per the satisfaction of the Surveyor/ KoPT representative & paint manufacturer representatives.</p> <p>a) To paint the above area H-03 with 5 coats of Epoxy Paint with airless spray as per approved paint scheme of KoPT's authorized paint manufacturer. All paints to be supplied by the contractor. The paint manufacturer's representative to certify the surface preparation before application of each coat of paint. Calibrated equipment to be provided for random checks for measure of thickness of each coat of paint. Random photograph as per instruction of Chief Engineer /KoPT's representative to be taken for surface preparation and submitted to KoPT.</p> <p>b) Both side Draft marks ford & aft L.L. marks, plimsol marks, all other existing names of all vents pipes (water tank, ballast tank, LO Tank, FO Tank, Air vent flaps and Air Ducts, Sea chest air pipes, sludge reception point, Void space vent, Cofferdam vent, FO Bunker station, Quick closing valves in all locations) & ship's name in existing places are to be painted in English, Hindi & Bengali. Port of</p>	LS (Appr ox. 580 Sq.Mt r)	LS

	Registration to be painted "KOLKATA PORT TRUST, HALDIA DOCK COMPLEX" to be written at suitable location. IMO Number and Emergency Musters Station to be written at suitable locations. All safety marking to be made as per LSA and FFA requirement and rescue boat launching instructions to be written at designated locations.		
	c) Sweep blast the area in H-06 and paint as per paint schedule of HDC, KoPT with one coat primer and one coat paint.(approx. 200 Sq.mtr.)		
H-04	Take UTG readings on area as indicated in H-03 or minimum 5 points on each plate assuming 2500 points. One copy of the complete gauging report should be submitted to the vessel duly signed by the Surveyor for future reference.	Point	2500
H-05	Cater for steel renewal of 3.0 Tones of hull plates of underwater area & internals.	MT	3
H-06	Cater for steel renewal of 3-Tons of hull plates along with internal frames, beam knees etc. above water line and weather deck.	MT	3
H-07	A) Removal & refitting of sacrificial Zinc Anodes on Hull, Sea-Chest, SRP Nozzle area etc. as required including supply of Anodes as per sample, specification as per existing composition. The work includes removal, cleaning & fitment of Sea-Chest, gratings, along with renewal of securing bolts & nuts, and lashing wire of gratings. Anodes to be renewed as per the recommendation of Surveyor. Test certificate from the appropriate authority to be provided. EVC-40 nos. of Anodes on Hull (Anode weighing 05Kg. & 10 Kg approx.). Composition of the Anode: Aluminium – 94.5%, Zing – 5.5%, Maximum variation allowed: $\pm 5\%$ in chemical composition		
	a) For removal and refitting charges per Anode	Nos.	45
	b) L.S. for opening, cleaning & refitting of Sea Chest gratings along with consumables.	LS	LS
	c) Rates to be quoted on lump sum basis for supply of per Anode.	LS/Anode	6 Nos. X 5 Kg. 39 Nos. X 10 Kg

H-08	<p><u>Repair of Propeller, Propeller Shaft, Rudder & Shaft Sealing arrangement (Port & Starboard) & Kort Nozzle:</u></p> <p>Both propellers to be dismantled after erection of necessary staging and kept on the dry dock floor in the safer place with suitable support as required. Both rope guard to be removed. Shaft seal assembly propeller shaft to be taken out. All necessary clearances and propeller drops of both sides to be measured. Both propeller shafts to be taken out after dismantling of Muff couplings and to be placed on dry dock on suitable support. A joint inspection to be carried out in presence of IWT Surveyor, KoPT representative and repairer. Surveyor's recommendation to be complied with. Both propellers to be cleaned, scrapped and polished, Magnaflux test in the way of propeller key way to be carried out. After completion of all the repair work, propeller shafts, thrust pads, seal assemblies and propellers etc. to be boxed back. Proper wire lashing to be done as required. Stern tube oil (supplied by Ship) to be renewed and proper trial to be shown to the surveyor before fitting back the rope guard.</p> <p>Rates to be quoted in lump sum basis for labour and consumables to carry out the entire above work including the following :-</p>		
	<p><u>(a) Propeller, Propeller Shaft and Shaft sealing arrangement:</u></p> <p>(a) Renewal of simplex seals (Nitrile rubber)- 10 Nos. [Fwd & Aft] (b) Renewal / Repair of Liners (Bronze/S.S)-04 Nos. [Fwd & Aft] (c) Renewal of O-ring (rubber)-4 Nos. (d) Renewal of Socket head with washer M12, L 80 of HT bolts-16 Nos. (e) Renewal of Hex head bolt M12, L 30 of S.S- 16 Nos. (f) Renewal of Hex head bolt M12, L 40 of S.S- 32 Nos. (g) Renewal of Hex head bolt M12, L 62 of S.S- 16 Nos (h) Opening, checking and renewal (if require) of Plugs with packing-14 Pcs. (i) Supplying of stern gland packing (forward) as spare. (j) Fwd & Aft bushes to be renewed /repaired- 4 Pcs. (k) Renewal of Packing- 4 Nos. (l) All bolts to be lashed with SS wire & cemented as required. (m) Casings to be removed, cleaned , checked for any damage, repair as necessary & refitted with simplex seal- 12 Nos. (n) Propeller key & Coupling key (40 X 22 X 320L) and key way to be Checked for any type of flaw by surveyor recommended test and repair as necessary. (o) Propeller nuts to be checked and renewed if required- 2 Nos. (p) Propeller Cones to be dismantled, checked and</p>	LS	LS

<p>repaired/renewed as necessary & to be fitted with all new bolts and joint- 02 Nos. (q) Any repair on Propeller & propeller shaft (7300 mm) to be carried out as per recommendation of Surveyor after required tests. All the above spares are as per Drg. No. AA/198/MIS-1 & 2 to be supplied by Tug Engineer to the Contractor during execution of the work.</p>		
<p>(b) Rudder : (a) Rudder stocks (P&S) to be dismantled and to be kept on Dry Dock floor for Surveyor's inspection. Rudder stocks to be repaired as per Surveyor's recommendation. (b) Pintle bushes (Gun Metal) to be renewed and fitted as per drawing provided. (c) Lower bushes to be renewed and fitted as per drawing provided. (d) Rudder carriers to be checked and repair/renew as required by the surveyor. (e) Gland, gland housing & retainers to be checked & repaired as necessary. (f) Bolts & Nuts for Upper and Lower coupling flanges to be renewed and cemented. (g) Rudder plates to be gauged and renewed as per surveyor's recommendation. All the above spares are as per Drg. No. AA/193/GM-4 to be supplied by Tug Engineer to the Contractor during execution of the work.</p>	LS	LS
<p>(c) Kort Nozzle Repair of Kort Nozzle to be carried out in accordance with Surveyor's recommendation.</p>	LS	LS