

TENDER NOTICE

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide& experienced agency having experience as per the Prequalification Criteria.

Name of work	:	Haldia Dock Complex, Kolkata Port Trust intends to hire one tug of 40 Ton Bollard Pull or more of RSV Type-IV or higher specification for Haldia Dock Complex for a period of FIVE years.
Tender No	:	MMO/436/HIRE/TUG/348 Dt: 23.03.2018
E-Tender No.	:	KoPT/Haldia Dock Complex/MO Div/1/18-19/ET/4
Pre-bid meeting	:	03.04.2018 at 1500 hours, at the office of General Manager(Marine), Jawahar Tower, Haldia Dock Complex-721607
Last date of submission of bids	:	1500 Hours, on 16.04.2018

Details of the Notice are available in the new tenders section of www.kolkataporttrust.gov.in. Interested responders may contact at email : snchaubey.hdc@nic.in

Contact no : [9434052449/03224-263303](tel:9434052449)



**HIRING OF ONE TUG OF 40 TON BOLLARD PULL OR MORE OF
RSV TYPE-IV OR HIGHER SPECIFICATION FOR A PERIOD OF FIVE
YEARS FOR HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

E-Tender No. :- KoPT/Haldia Dock Complex/MO Div/1/18-19/ET/4

Tender No. :- MMO/436/HIRE/TUG/348

ISSUED BY

**GENERAL MANAGER, MARINE
HALDIA DOCK COMPLEX
HALDIA-721607
INDIA**

Tel: 03224 64118/+919434052449

Fax: +913224252251

E-mail : snchaubey.hdc@nic.in/sn.chaubey@gmail.com

Website : www.kolkataporttrust.gov.in

www.haldiadock.gov.in

www.eprocure.gov.in

MARCH – 2018

KOLKATA PORT TRUST

HALDIA DOCK COMPLEX

General Manager, Marine,
Jawahar Tower, Haldia Township

Haldia-721604,

Tel: +913224264118/+919434052449

Fax: +913224252251

SCHEDULE OF TENDER (SOT)

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency having experience as per the Prequalification Criteria.

Haldia Dock Complex, Kolkata Port Trust intends to hire one tug of 40 Ton Bollard Pull or more of RSV Type-IV or higher specification for Haldia Dock Complex for a period of FIVE years.

A. Name of Work	Haldia Dock Complex, Kolkata Port Trust intends to hire one tug of 40 Ton Bollard Pull or more of RSV Type-IV or higher specification for Haldia Dock Complex for a period of FIVE years.
B. E-Tender No.	<u>KoPT/Haldia Dock Complex/MO Div/1/18-19/ET/4</u>
C. Estimated Cost	Rs 25,91,50,000 for one tug for a period of (05)FIVE YEARS
D. PERIOD OF CHARTER HIRE	05 YEARS
E. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
F. Reference Tender No.	MMO/436/HIRE/TUG/348

G. Date of NIT available to parties	24/03/2018
H. Offline Pre-bid Meeting date & Time	03.04.2018 at 1500 hours Office of GM(Marine), Jawahar Tower, Haldia-721607
I. (i) Earnest Money Deposit	<p>The bidders shall be required to deposit 2.0 % of the annual estimate which comes out to Rs.10,36,600 (Rupees Ten Lakhs thirty-six thousand and six hundred only) as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust, Haldia Dock Complex', by using any of the following two options</p> <p>1. An amount of INR 10.0 Lac (Rupees ten Lac) shall be paid through Axis Bank Payment Gateway and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian scheduled bank, having branch at Kolkata/Haldia. In case of issuance of BG from a scheduled bank from outside Kolkata/Haldia, the same should be counter guaranteed by Kolkata/Haldia Branch.</p> <p>2. An amount of Rs 10,36,600 (Ten lakhs, thirty-six thousand and six hundred) directly shall be paid through Axis Bank Payment Gateway. Non-compliance with the same shall get the bidder disqualified. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD-BG format is enclosed at Annexure-IX. The Bank</p>

	<p>Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. The Bank Guarantee in original must physically reach the office of the Engineer of the contract before the opening of the techno commercial bid. The bidders are advised to deposit Earnest Money using the Axis Bank Payment Gateway only. No other method of payment of EM shall be accepted. 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: “ 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 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 b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details:</p>
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	<p>e) URN No.:</p> <p>f) Date of payment:</p>
<p>(ii) Bid Document fee. (Through separate transaction other than EMD Submission).</p>	<p>The intending bidders should submit Tender Fee of Rs. 5,000.00 (Rupees five Thousand only) (non-refundable) to Haldia Dock Complex along with extra 18% GST, 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 BD fees 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: “ 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 BD fees 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</p>

	<p>indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document. Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Bid document fees before filling and submission of bids.</p> <p>Details of Bid document fees to 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 <i>remitting vendor/contractor</i> :</p> <p>b) <i>E- Tender No. :</i></p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) URN No.:</p> <p>f) Date of payment:</p>
(iii) Transaction Fee	<p>Rs.17,700.00 (Including GST @18 %on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A)</p>
<p>J . (a) Last date of submission of EMD & Bid document Fee through RTGS/NEFT to HDC.</p> <p>(b) Last date of submission Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.</p>	<p>16.04.2014 upto 1500 hours</p> <p><u>Three working days before the last date of closing of online bidding for the e-tender.</u></p>
K. Date of Starting of E-tender for submission of on-line Techno-commercial Bid and price Bid at www.mstcecommerce.com/eprochome/lopt	<p>1100 hours on 09.04.2018</p>

L. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	1500 hours on 16.04.2018
M. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately.	After 1500 hours 16.04.2018

INDEX

Sl. No.	CONTENTS	Page No
1	Schedule Of Tender (SOT)	2-7
2	Important Instructions For E-Tender(ANNEXURE-A)	9-13
3	Tender Notice	14-15
4	Instruction to bidders	16-17
5	Other Instruction	18-27
6	Scope of Work	27-30
7	Price –Bid	39
8	Form of Tender	40
9	Annexure (I-IX)	41-62
10	Document to be submitted along with Techno-Commercial Bid Price Bid	65

ANNEXURE-A

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.

You are requested to read the terms & conditions of this tender document before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of E-tender :

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).
SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE

AT www.mstcecommerce.com/eprochome/kopt

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. Depts → Register as Vendor Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact HDC/MSTC, (at least one working day before the scheduled time of the e- tender).

Contact person (Haldia Dock Complex):

1. Dealing Officer's name: - Capt. S. K. Gupta.

Designation:- Manager (Marine Operations) Phone no. :- 03224

**252340 e-mail :-
skgupta.hdc@nic.in**

Contact person (MSTC Ltd):

**1) Mr. Arindam Bhattacharjee
Deputy. Manager (E-commerce)
MobileNo:09330102643
Email-arindam@mstcindia.co.in**

**2) Mr. Sabyasachi Mukherjee
Junior Manager (E-commerce)
Mobile- 07278030407
Email: smukherjee@mstcindia.co.in**

Landline:03322901004

B) System Requirement:

- i) Windows 98 /XP-SP3 & above/Windows 7 Operating System / Windows updated version.
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level.

- 2. (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.
(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.
- 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using 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. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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.

"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".

NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

Contact Details :

Fax No. : 033- 22831002

Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in,
rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.

Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.

In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

5. In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through RTGS/NEFT well in advance and verify completion of transaction in respect of tender fee and EMD.

Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.

6. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7. (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.
(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/kopt of MSTC Ltd.
- 8 E-tender cannot be accessed after the due date and time mentioned in NIT.
9. Bidding in e-tender:
- a. Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are nonrefundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC, KoPT.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu/ Govt depts → Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.

d. The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.

e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid

NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.

a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

c. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

d. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR.

e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

f. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

g. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

h. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

10. Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11. No deviation to the technical and commercial terms & conditions are allowed.
12. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13. HDC has the right to cancel this e-tender without assigning any reason thereof.
14. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
15. The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16. The bid will be evaluated based on the filled-in technical & commercial formats.

17. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the 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.
18. Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (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. For Micro & Small Enterprises (MSEs) registered with NSIC. If illegible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with NSIC as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. It is not obligatory on the part of the Trustees to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or reject a Tender without assigning any reason thereof.
20. Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:
 - a) Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued.
 - b) Certificate of DIC or Aadhar based MSME certificate where the categories of firm i.e. micro or small is mentioned.
21. Due date of submission of tender will not be extended under any situation.
22. In case there is an unscheduled Holiday/Bandh/Strike on the prescribed last date of submission, the next working day will be treated as the scheduled prescribed day for the same.
23. Haldia Dock Complex, Kolkata Port Trust reserves the right to reject all the Tenders or to accept any Tender as a whole or in part without assigning any reason thereof.

Further amendments, if any, would also appear in the same website.
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25. Further amendments, if any, would also appear in the same website.

TENDER NOTICE

Tender No : <u>MMO/436/HIRE/TUG/348</u>	Dated:23.03.2018
Haldia Dock Complex, Kolkata Port Trust intends to hire one tug of 40 Ton Bollard Pull or more of RSV Type-IV or higher specification for Haldia Dock Complex for a period of FIVE years.	
ANNUAL ESTIMATED VALUE OF THE TENDER FOR ONE YEAR IS RS. 5,18,30,000/- FOR ONE TUG	
<p>Quotations are invited for the above work from reputed, bonafide and resourceful Fleet owners / Fleet Managers / Operators who meet the following pre-qualification criteria: -</p> <p>1.The firm must have experience in successfully supplying/ manning, maintenance and operation an IV/RS/MS class tug with experienced manpower. Performance certificate and work order / agreement obtained from the previous clients to be submitted to establish the credibility.</p> <p>The firm must have experience of having successfully completed similar works during the last 7 years up to February, 2018 which should be in the following manner in the case of bidders who intend to bid for one tug: -</p> <p>a) 3 (three) similar completed works costing not less than Rs 2,07,32,000/- each; Or b) 2 (two) similar completed works costing not less than Rs. 2,59,15,000/-each; Or c) 1 (one) similar completed work costing not less than Rs. 4,14,64,000/-.</p> <p>Similar works means providing/operating IV/ MS class tugs / launches / dredgers / any other vessels with manpower. Copies of work orders of completed works/ongoing works (duration of which is more than a year)/ agreements along with completion/ performance certificates are to be submitted duly authenticating all the documents towards proof along with duly filled Annexure – VIII. In case of ongoing contracts, the tenderer shall submit satisfactory performance certificate from the Employer for the completed period of the contract, which qualifies him.</p> <p style="text-align: center;">OR</p> <p>Having experience of manning, maintenance & operation of tugs / launches / dredgers / any other vessels. Copies of work orders of completed works/ongoing works (duration of which is more than a year)/ agreements along with completion/ performance certificates are to be submitted duly authenticated all the documents towards proof along with duly filled Annexure – VIII. In case of ongoing contracts, the tenderer shall submit satisfactory performance certificate from the Employer for the completed period of the contract, which qualifies him.</p> <p>2. The average annual financial turnover of the firm during the last 3 years ending March 2017 should be at least Rs. 1,55,49,000/- for the bidders who intend to bid, i.e. 30% of the annual estimated value.</p> <p>3.Bidder has to submit the self-attested Solvency Certificate from a Scheduled Bank to the extent of Rs. 1 Crore (Rupees One Crore only) per tug.</p> <p>Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate, work completion from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for 3 Years (i.e. 2014-15, 2015-16, 2016-17), Muster Roll, Current P.F. statement, E.S.I.</p>	

Registration etc. The firm should also submit documents in support of Minimum Wage Act.

4.Experience, as sub-contractor shall not be considered.

5. The applying firm must have a good track record and must not have been blacklisted by any Govt. organization / PSU / Statutory Body / Major Ports in course of last seven years.

TENDER AUTHORITY:

**General Manager, Marine,
Haldia Dock Complex,
Marine House, Chiranjibpur,
Haldia-721607,**

Tel: +913224264118/+919434052449

Fax: +91334252251

E-mail : sn.chaubey@gmail.com;

snchaubey.hdc@nic.in;

skgupta.hdc@nic.in,

Website : www.kolkataporttrust.gov.in

INSTRUCTION TO BIDDERS

1.0 MODE OF SUBMISSION OF BID

1.1 The Electronic Tender to be submitted in two parts i.e. Part-I & Part-II. Part-I should constitute the Technical Bid with terms and conditions of offer and Part-II should constitute only the Price Bid without any condition and deviation. Two separate covers i.e. Part-I & Part-II are to be submit through www.mstcecommerce.com/eprochome/kopt.

1.1.1 Part-I (Techno- Commercial) will contain the following documents. THESE DOCUMENTS WILL BE HEREBY CONSIDERED AS BID RESPONSIVE CHECK LIST/ESSENTIAL DOCUMENTS.

- a) Brief particulars of the firm.
- b) Current Trade License, Sales Tax / Vat Clearance Certificate, if applicable and Audited Balance Sheet and Profit & Loss A/c. for last 3(three) years (i.e. 2014-15, 2015-16 and 2016-17).
- c) Details of Similar Works previously carried out by the firm with value of the work as per Annexure - VIII.
- d) Authentic performance Certificate of similar completed works carried out mentioning total value of work and period of completed works along with relevant work-orders. For ongoing contracts, the bidder must submit satisfactory performance certificate along with relevant work-order.
- e) One Bid document duly signed and stamped on each page.
- f) A detailed deployment planning for the Tendered Work including repair work, maintenance and docking of the vessels.
- g) Signed blank copy of Price format.
- h) Letter of authority/Power of attorney if any.
- i) Filled up "Form of Tender" as per enclosed proforma.
- j) Additional information, if any, furnished by the Bidder.
- k) General Conditions of Contract duly signed and stamped on each page.
- l) Managerial & Supervising set up which will be used for carrying out the scheduled works and acting liaison with HDC, KoPT representatives.
- m) Total No. of officers & staff (with certification/qualification) to be deployed for carrying out the smooth operation.
- n) How supply logistics will be carried out.
- o) Certificate / declaration of compliance of Contract Labour Regulation Abolition Act (1970)
- p) Certificate / declaration of complying with the Workmen Compensation Act.
- q) Copy of ESI Registration Certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an Affidavit in original affirmed before a 1st Class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed KoPT approved format. In addition to that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a Non-Judicial Stamp Paper worth Rs.50/- as per enclosed format.
- r) Certificate/declaration of compliance with Minimum Wages Act.
- s) Copy of Provident Fund Registration Certificate and up-to-date payment challan.
- t) Authentic document related to registration under GST Authority.
- u) A separate letter addressing to General Manager, Marine confirming that the tenderer has accepted all terms and conditions laid down in the bid document.
- v) The contractor shall submit an undertaking that the offered Tug is free from all encumbrances and lien. However, encumbrances/lien of financier are accepted.
- w) Complete and signed copy of enclosed "Integrity Pact".
- x) A Technical description of the Tug to be submitted in the format given in

Annexure VII and the same to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all statutory certificates including certificate from the appropriate statutory authority certifying the Bollard Pull test carried out not earlier than 5 years from the date of submission of bid.

Note:- In case of non applicability of any of the above, Self declaration of non applicability of the document in this contract will be acceptable. The self declaration must be self attested. Non-submission of any of these will lead to rejection.

1.1.2 Part-II (Price Bid) shall be submitted as per the enclosed format without any condition and deviation. Any change in price offer after the submission of tender will not be considered.

1.1.3 Bidder must retain a copy of the submitted Bid Document.

1.1.4 While evaluating Tenders, regard would be paid to National Defence and Security considerations.

OTHER INSTRUCTIONS

2.0 General

2.1 Bidders are advised to submit quotation based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is acceptable.

2.2 Bid Document shall remain the property of Haldia Dock Complex, Kolkata Port Trust.

2.3 HALDIA DOCK COMPLEX, KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

2.4 The work is to be done as described in Bid-document. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

2.5 If the bidders find any discrepancy or omission in the Bid document or have any doubts as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the quarries. No oral interpretation shall be made by any Bidder as to the meaning of any of the provisions of the Bid document. Every request for any interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-

**The General Manager, Marine
Haldia Dock Complex,
Kolkata Port Trust,
Marine House, P.O.: Chiranjibpur,
Haldia – 721604.**

2.6 The bidders may please note that Haldia Dock Complex, Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Haldia Dock Complex, Kolkata Port Trust's Offices for making such inquiries. Should Haldia Dock Complex, Kolkata Port Trust find it necessary to seek any clarification- technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Kolkata Port Trust.

2.7 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder.

2.8 The Engineer will not be liable for any financial obligation in connection with

the work until such time the Engineer has communicated to the successful bidder in writing his decision to entrust the work (covered by the Bid Document).

2.9 In case, of Unscheduled Holiday/Bundh on the prescribed closing/opening day of the Bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the Bid.

3.0 INSTRUCTION FOR FILLING BIDS

3.1 The Bid, and any annotations or accompanying documentation shall be in English language only and in metric system.

3.2 The currency of the bid shall be in Indian Rupees only and all payments due to the contractor will be made in Indian Rupees.

3.3 Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder.

3.4 The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Haldia Dock Complex, Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.

3.5 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or interlineations.

3.6 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of a discrepancy between the amounts stated in figure and words, the amounts quoted in words shall be deemed to be the correct amount.

3.7 Price Bids, containing any sort of qualifying expressions will be rejected.

3.8 In the event of Haldia Dock Complex, Kolkata Port Trust intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited.

3.9 Earnest money and Tender Fee are to be deposited by vendors/contractors through Axis Bank Payment Gateway through separate transactions:

3.10 The bidder shall be required to deposit 2.0% of annual estimate value, Rs 10,36,600 (Ten lakhs, thirty-six thousand and six hundred only) for bidder who intend to bid for as EMD payable to KoPT,HDC.

Alternatively, an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid through Axis Bank Payment Gateway and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian scheduled bank, having branch at Kolkata/Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata/Haldia, any Kolkata /Haldia Branch of such Bank shall confirm the same

and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of the Kolkata High Court. Specimen EMD format is enclosed at Annexure-IX. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected. For the issuance of EM BG, the following Bank A/C may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.

A detail of the bank account is appended hereunder.

a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch.

b) Account No.: 1604050000310

c) IFS Code: UTBI0HDCF75.

In such case, the ORIGINAL bank Guarantee shall have to be deposited under acknowledgement or sent by post/courier to the office of General Manager (Marine) at Marine House, Haldia-721 604. Unless the ORIGINAL Bank Guarantee, complete in all respect as per the tender condition is received within the scheduled date and time (Last Date and time of submission of Tender), the bid may be treated as non-responsive. The Tender Inviting Authority will not be responsible for postal delay. A scanned copy of the bank Guarantee shall also be uploaded with the tender.

The bidders are advised to deposit Earnest Money and Tender Fee using the Axis Bank Payment Gateway only. No other method of payment of EM shall be accepted.

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: “ 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) 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).

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.

Through Axis Bank Gateway with the tender.

Tenderers should deposit Earnest Money before filling and submission of bids.

Details of Earnest money and Tender Fee remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :

a) Name of remitting vendor/contractor :

b) E- Tender No. :

c) Amount remitted :

d) Remittance Bank Details:

e) URN No.:

f) Date of payment:

Details of Earnest money through bank guarantee should be entered by the

participating vendor/ contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vender / contractor :
- b) E-Tender/Event No :
- c) Bank Guarantee Amount :
- d) Bank Guarantee No. :
- e) Issuing Bank Details :
- f) Bank Guarantee Issue Date :
- g) Bank Guarantee Validity Date :

Tender submitted without requisite Earnest Money and Tender fee, will be liable for rejection.

3.10 Earnest money shall be released to all unsuccessful bidders as early as possible without interest. After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, In case of Bank Guarantee towards EMD, the same shall be returned after submission of the BG for security deposit to the successful bidder. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, his EMD will be liable for forfeiture. The tender shall provide the bank A/c. details for refund of EMD through ECS payment mode. Wherever ECS / IEFT are not available, the EMD will be refunded through cheque. All the bidders must submit a copy of their PAN Card.

3.11 The Earnest Money shall specially bind to keep his offer valid for acceptance upto 180 days from the date of opening of Techno-Commercial bid and to abide by all the conditions laid down in the bid documents and amendments thereof, if any.

3.12 Haldia Dock Complex, Kolkata Port Trust reserves the right to ask anyone of the bidders, who has submitted his price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that, should Haldia Dock Complex, Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their tenders may be cancelled by Haldia Dock Complex, Kolkata Port Trust.

3.13 General Manager, Marine or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the General Manager, Marine taken unilaterally will be final and binding on the bidder.

3.14 Haldia Dock Complex, Kolkata Port Trust does not bind itself to accept the lowest or any offer/tender or part thereof, and reserve the right to accept or not to accept any or all of the Tenders either in whole or in part, without assigning any reason whatsoever.

3.15 Changes in terms and conditions as enumerated in the bid document will not be valid if not notified by KoPT in writing to the bidder.

4.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

In case the tender is submitted in joint venture/consortium, the Tenderer shall submit the following confirmation along with their offer submitted for this tender.

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.**
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.**
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.**
- iv) One of the members of the consortium shall be authorised as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium members as per the format enclosed in the tender document as (Annexure-IV).**
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.**
- vi) Firms with at least 26 % equity holding each shall be allowed to jointly meet the eligibility criteria.**
- vii) Where the tenderer is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.**
- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.**

5.0 SECURITY DEPOSIT:

- 5.1 Performance Security shall be 10% of the Annual Contract Price, of which 5% contract price should be submitted as Performance Guarantee in the form of Bank Guarantee, or Demand Draft, within 20 days in case of Domestic bids and within 28 days in case of Global bids, on receipt of Letter of Acceptance, and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from first bill onwards @ 5% of the bill value from each bill until recovery of 5% of Annual Value is made. BG may be submitted as per provision above or full value of SD equivalent to**

10% of the annual contract price may be submitted and kept valid through the pendency of the contract with a claim period of three months from the date of completion of contract.

- 5.2 The Earnest Money deposited by the successful tenderer through BG will be returned after submission of SD within a month from the date of commencement of the contract. The BG must be issued by any Indian Scheduled Bank from its branch situated at Kolkata/Haldia. In case of issuance of BG from a scheduled bank from outside Kolkata/Haldia, the same should be counter guaranteed by Kolkata/Haldia Branch. However, the EMD shall be returned only after validation of Bank Guarantee submitted as Security Deposit.**
- 5.3 The Security Deposit shall be held by the General Manager, Marine, HDC as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.**
- 5.4 The Security Deposit shall remain valid for 3 (Three) months from the date of expiry of contract. The Security Deposit will be released within 3 (Three) months after successful completion of the contract. KoPT shall encash the Security Deposit equivalent to 5% of contract value in the event the contractor has defaulted by more than 60 days on expiry of the mobilisation period to commence operation at the order of authorised officer after handing over the vessel to him or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.**

The General Manager, Marine shall have the right to ask for the extension of the above Demand Draft/Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by General Manager, Marine.

- 5.5 Bank Guarantee shall be issued by any Indian scheduled bank, having branch at Kolkata/ Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata/ Haldia, any Kolkata/Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen Bank Guarantee format is enclosed at Annexure-I. For the issuance of Security Deposit BG, the under mentioned Bank A/C of HDC/KoPT, may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.**

A detail of the bank account is appended hereunder.

- a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch.**
- b) Account No.: 1604050000310**
- c) IFS Code: UTBI0HDCF75.**

6.0 PRICING OF BID

6.1 General

The Bid shall be quoted in and as per format of Price Bid (www.mstcecommerce.com/eprochome/kopt).

6.2 Currency of Quotations

The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

6.3 Validity of Price Bid

The part-II (Price bid) shall be valid for acceptance for a minimum period of 180 days from the date of opening of Part-I (Techno-Commercial offer).

6.4 Duties and Taxes

Duties and Taxes, on the day of submission of bid whether Indian or Foreign, if any, levied upon the Tug, equipment etc. or on the works, are to be borne by the contractor and accordingly the same should be incorporated in the item rates. The contractor shall bear all taxes and duties both direct and indirect except GST as applicable thereon for the works done under the contract. GST shall be paid at actual by HDC, KoPT and the contractor has to comply with all statutory requirements.

6.5 DELIVERY/ REDELIVERY of the Tug will be at Haldia.

7.0 Evaluation and comparison of bids

7.1 Haldia Dock Complex, Kolkata Port Trust reserves the right to accept price part of the offer (Part-II) of only such bidders whose Technical and Commercial aspects of the offer (Part-I) are acceptable and complete. HDC's decision in this regard shall be final and binding on the bidders. HDC may not open the price part of the offer (Part-II) of those bidders whose Technical and Commercial aspects in their offer are not acceptable or incomplete.

7.2 Haldia Dock Complex, Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in the areas required from the technically accepted bidders.

7.3 The bids received and accepted will be evaluated by method indicated in the evaluation criteria of the price bid. The contract would be awarded to the lowest bidder who has technically qualified.

8.0 Signing of the Contract

After the issuance of Letter of Intent, Security Deposit will have to be submitted within 20(twenty) working days failing which the EMD will be forfeited. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work thereafter immediately as per the work order.

On placement of work order, the successful bidder will have to make an arrangement for signing a formal agreement with Haldia Dock Complex,

Kolkata Port Trust on a non-judicial stamp paper of Rs. 50/- as per enclosed proforma at the earliest.

9.0 INTERPRETATION OF THE TERMS

In the Contract and specifications the following works and expressions shall have the following meanings.

“THE TRUSTEES” - The expression “THE TRUSTEES” means the Board of Trustees of the Port of Kolkata.

KoPT shall mean Kolkata Port Trust and HDC shall mean Haldia Dock Complex.

The “OWNER” shall mean Board of Trustees for the Port of Kolkata, A statutory body constituted under the Major Port Trust Act, 1963

The “CHAIRMAN” shall mean the Chairman of Board of Trustees for the Port Kolkata.

The “CONTRACTOR” shall mean the person or persons, firm or company or corporation or joint venture whose Bid has been accepted by OWNER and includes the CONTRACTOR’S Legal Representatives, his successors and permitted Assigns.

“THE GENERAL MANAGER, MARINE” - The expression “The General Manager, Marine” means the office holding that post under the Trustees and includes his successors in office.

“THE ENGINEER” – The expression “The Engineer” means the General Manager, Marine, for the purpose of this contract only.

“THE ENGINEER’S REPRESENTATIVE” - The expression “The Representative means any officer or person from time to time deputed by the Trustees or General Manager, Marine to act on their behalf for the purpose of this contract. “THE VESSEL” - The expression “The Vessel” means the TUG supplied by the CONTRACTOR including its substitute, if any.

“DAY” - means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

“DEFICIT PERIOD” - Shall mean the following: -

- a) The period by which the availability of the vessel falls below the minimum guaranteed level.**
- b) The vessel does not report for duty within half an hour on receipt of order.**
- c) The period during which the vessel has been de-commissioned without approval of the Engineers.**

9.1 The General Manager, Marine may authorize any person or persons on his behalf to exercise his powers, authorities and directions under this contract

as he may think fit and proper. This will be communicated to the contractor in writing and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

10.0 INFORMATION REQUIRED:

A Technical description of the Tug to be submitted in the format given in Annexure VII and the same to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all statutory certificates including certificate from the appropriate statutory authority certifying the Bollard Pull test carried out not earlier than 5 years from the date of submission of bid.

11.0 MANNING:

- 11.1 Manning of the tug has to be provided as per M.S./RS/I.V. Act as applicable. The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated.**

MS Act Vessels may comply with minimum safe manning for harbour operations. They may obtain an appropriate document in this regard. In case of IV registered Vessels, additional permission for movement up to sand heads will be needed to be obtained by the Contractor.

- 11.2 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificates to HDC, KoPT. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel to be deployed by him.**

- 11.3 The crew members shall be in uniform while on duty. Food and other facilities for crew, shall be arranged by the contractor as per Labour and Marine law.**

- 11.4 A Liaison Officer should be deployed by the Contractor for interacting /communicating between HDC, KoPT, the vessel and other concerned officers at Haldia. Such liaison officer shall have a Mobile Phone with residential telephone facility and preferably stationed at Haldia. He should be a person having experience in the field of Marine Operation.**

- 11.5 If the Port has a reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary.**

However, the Port shall have the right to demand the change of any Master or other crew.

- 11.6 The Operator shall pay the wages to the crew engaged by them and shall take the insurance policy covering all type of risks of all employees engaged by them.**

- 11.7 OPERATOR TO PAY ALL TAXES AND PENALTIES, IF ANY, IMPOSED:**

- a. Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and/ or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.
- b. Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith.
- c. Provisions, wages (as per Minimum Wages Act) etc, shipping and discharging fees and all other expenses of the Masters/Officers and Crew.
- d. Deck, cabin and engine room stores.

12.0 SCOPE OF WORK

- 12.1 **General:** The Tug shall primarily be used for assisting vessels inside Haldia Dock Complex and in the river for berthing/unberthing/ double banking etc. at different berths and at oil jetties by towing, checking & pushing. Quick release tow hook and /or towing winch with adequate strength. The tug is required to be suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch with suitable quick release mechanism and mooring lines of sufficient strength for mooring of the tug. It should also be fitted with proper bow, stern and side fenders. The Tug may also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels, assistance in lighterage operations at Sagar/Sandheads and for any other work that the vessel is capable of and as assigned by the port anywhere, anytime, within the jurisdiction of the port as per requirement including.
- 12.2 The Tug should be highly maneuverable, capable of carrying out of the aforesaid operations in very close quarter situations and have an all-round visibility from the wheel house for effective utilization.
- 12.3 Age of Tug/Tugs no more than 15 years on the day of commencement of charter hire.
- 12.4 The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and get acquainted with the method of ship-handling with tug assistance being done at Haldia Dock Complex, Kolkata Port and may also conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of the Tug offered by him.
- 12.5 The Tug may also be used as a Fire Float, Pollution Control Vessel as necessary including spraying of Oil Spill Dispersants, lowering of skimmer by the vessel's derrick etc.
- 12.6 The Tug shall be required to be manned, maintained and made available for operation on 24 hours' basis and shall be required to report for operation at ½ (half) an hour notice.
- 12.7 The tug will be required to maintain communication by VHF and mobile phone.

- 12.8 The tug will normally ply at maneuvering speed but, may have to be increased or decreased as per operational requirement.**
- 12.9 The tug shall be under the operational command of General Manager, Marine, HDC or his authorized representatives.**
- 12.10 All transportation costs towards men and material will be the responsibility of the contractor.**
- 12.11 The contractor, at their cost, will print sufficient number of log books and log abstracts as per HDC, KoPT's approved format. The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours, fuel oil consumed / received etc. to be logged daily and to be signed by the In-Charge / Master of the vessel and the same will be checked and countersigned by KoPT representative. A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the In-Charge / Master and same to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be undertaken on board and recorded.
The daily log book to be retained on board / office and same to be produced on demand. In view, HDC is an ISO 9001:2008 organization; the tug/ tugs will be required to follow ISO 9001: 2008 guidelines.**
- 12.12 Fuel - The tenderer has to specify the fuel consumption per hour of main Engine and DG set separately. However, evaluation will be done based on 08 hours of working of Main Engine and 10 hours working of auxiliary engine (DG set). However, supply of fuel will be made on actuals subject to upper ceiling which would be 155 litres per hour for both the main engines and auxiliary engine combined.
During the course of deployment, if the fuel consumption is found above the consumption limit of 155 litres per hour for both the main engines and auxiliary engine combined, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate.**
- 12.13 The Contractor shall undertake strict measures for 'Energy Conservation' at all times. For maintaining Energy Conservation, a joint trial will be carried out by a team comprising of representative of the Engineer of the Contract and the contractor. Such trials will be conducted every 12 months. The Joint Trial report will be used only for maintaining fuel conservancy and not for determining the fuel supply. As long as the the fuel consumption is less than the evaluated consumption rate, there shall not be any recovery based on the joint trials as per clause 12.12.**

Note: Joint trial will be carried out at the times of various type of actual operations (Towing, Pushing, checking in impounded dock as well as in river) are carried out. Joint trial will not be conducted separately. No separate cost and time is required.

Responsibility of operating the tug including manning, lubricants, provisions and stores and all other supplies and services except fuel required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken in to account while quoting the rates.

- 12.14 Fire pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. The capacity of fire pump should be minimum 1200 M3/hr. of water (Half FIFI). Foam tanks shall be capable of storing at least 11.0 m3 of AFFF foam**
- 12.15 In addition to Clauses above, the Contractor will arrange to assist the Committee of Engineers appointed by the Engineer of the contract from time to time for monthly inspection of the tugs to ascertain proper maintenance/ performance/ operations/ etc of the tugs as well as fuel consumption as per clause no. 13.2. The bill for releasing payment shall accompany the monthly report of the said Committee.**

13.0 HDC, KoPT's Responsibilities:

13.1 Fuel:

- (a) Fuel for running of Tugs will be supplied by Port Trust on Port account. Such supply will be made periodically as per the requisition of the Contractor. At least 7 days notice for supply of HF HSD to be given. The Tugs will be directed to receive the same at the berths designated by the Engineer of the contract or his representative at the time of supply.**
- (b) In the event of any difficulty faced by K.o.P.T. for supply of fuel the Contractor will be requested to supply the fuel to the Tugs with 7 days prior notice and the cost will be reimbursed at actual cost including transport charges on production of supporting documents. After 7 days contractor will be held liable for laid up due to shortage of fuel and daily hire charges shall not be paid in case tug does not operate due to non-supply of fuel by the contractor. However, no penalty will be levied.**
- (c) A Log Book will have to be maintained by the Master or Chief Engineer of the Tugs' day to day consumption, R.O.B., soundings of tanks, Digital flow meter readings etc. which has to be produced to the General Manager, Marine or his representative for verification periodically and a daily report to be submitted on the same.**
- (d) Digital flow meters should be fitted on the fuel inlet and outlet of Main Engines and the same should be calibrated every year.**

- 13.2 In order to monitor efficient performance of the Tug/ Tugs a Committee of Engineers comprising of one Chief Engineer and one Asst. Marine Engineer or a suitable officer nominated by Engineer of the contract along with Tug Engineer (Hired) will carry out inspection on board the Tug on main propulsion machineries including generators and other machineries etc. of Deck & Engine room of the Tug to ascertain proper running and maintenance of the Tug. They will also check the fuel consumption and including operation**

hours on every month. The Committee will submit monthly report to Manager (MO) accordingly. The bill for releasing payment shall accompany the monthly report of the said Committee.

13.3 Berthing Facilities: HDC, KoPT shall provide berthing facilities during the contract period at the jetties / berths at Haldia and Kolkata whenever possible. If the CONTRACTOR requires berthing space for the maintenance of the Tug and during non-working period or for shelter during rough weather within the tenure of the contract the same will be provided Free of Cost either at alongside a berth or at double-banking or at moorings at the sole discretion of the Engineer.

13.4 Fresh water: Fresh Water for use of the crew members and passengers as well as for requirement of the Tug will be provided Free of Cost by HDC/ KoPT. The Contractor will have to give at least 1 day prior notice for requirement of replenishment of fresh water so required. The Contractor will have to take the delivery of fresh water from specified points.

13.5 Power Supply: Shore supply to the Tug when tied up to Jetty/Lock Entrance etc. will be provided as and when possible free of cost. But this is not a binding obligation and is solely at HDC, KoPT's discretion.

13.6 Repairing Facilities: Repairing facilities such as cranes and other equipment etc. owned by the OWNER may be made available to the CONTRACTOR subject to its availability at the discretion of the Engineer on payment of charges as per KoPT's Scale of Rates. In case of non-availability of these facilities with the OWNER, CONTRACTOR shall have to make alternative arrangement at his own cost and risk and the OWNER will not be held responsible for non availability of the same and it shall in no way affect the progress of the work. Facility for underwater inspection by KoPT's diving team may also be provided free of cost at the sole discretion of KoPT.

13.7 Land for Contractor's Field office, Godown & Workshop:
Unfurnished accommodation at Chiranjeevpur will be allotted to the contractor for office set up. Rent will be charged as per SoR of Kolkata Port Trust. At the present, the rates are as follows:

Modified 'A' type 40.54 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 4022/- per month.

Modified 'B' type 65 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 5741/- per month.
Cost of power and water will be as per actuals.

13.8 Gate passes for the crew of the Tug and other authorized representatives of the contractor will be provided on payment basis.

14.0 Mobilization Period

On placement of Letter of Intent, the Tug is to be made available at Haldia and commence operation within 90 days. In case of failure to do so, penalty as per clause 20.1 shall be applicable from the 91st day till the tug is made available.

15.0 BOLLARD PULL

The steady and sustained Bollard Pull of the Tug should be 40 Tonnes at 90% MCR at the time of delivery and during the course of the contract. This Bollard pull will have to be maintained during the currency of the contract. A bollard pull test including assessment of the condition, capability and performance of the tug will have to be carried out, before putting the Tug on hire. However, in case if a Bollard Pull Test has been carried out within six months prior to commencement of contract, no further bollard pull test will be required before putting the tug on hire. However, The ENGINEER of the contract may, at his sole discretion, conduct Bollard Pull Test of the tug anytime(s) during the contractual period which shall be arranged by the Contractor at his own cost and risk. During such bollard pull tests, if the bollard pull falls below the required Bollard Pull of 40T @ 90% MCR, KoPT reserves the right to impose a penalty per day equivalent to 20% of the daily hire rate. However, if the Bollard Pull at 90% MCR is found to be below 10% of the 40 T, KoPT reserves the absolute right to terminate the contract forthwith.

Arrangement of bollard pull test if required (in case if a Bollard Pull Test has not been carried out within six months prior to commencement of contract) at the time of on hire shall be made by the contractor at his cost and time. Expenditure towards conducting the Bollard Pull test in between the contract will be borne by HDC, KoPT However, if the tug fails to deliver the required bollard pull, the cost of such test shall be borne by the Contractor. Expenditure towards Bollard Pull test after Dry Dock repair shall be borne by the Contractor.

16.0 GUARANTEED AVAILABILITY:

- 16.1 The Contractor will have to stand guarantee for the tug's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level, no daily hire charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 20.1 will be applicable. Further, lay off period of maximum 15 days (16 days in a leap year) will be allowed in a year subject to obtaining prior approval from the Engineer of the contract. If the annual layoff period is unused for any particular year, it can be carried forward to the subsequent year(s).

However, a further layup period of another 30 days will be allowed in maximum 03 instalments during the entire tenure of the five years' period of the contract for dry docking and survey repair of the Tug for maintaining its Certificate and carrying out smooth operations. Further, contractors will be allowed to club the unused layup period out of the 15 days available in a year along with full or part layup period of 30 days for the purpose of dry docking / surveys or other emergent repairs during the tenure of contract subject to prior permission of the Engineer of Contract, HDC. If due to such layup, the availability falls below 350 days no penalty shall be levied. No payment will be made for the layup period.

Period of Lay off due to fouling of propeller will not be payable. However the same may be considered under permitted downtime. Port Diver will be arranged for clearing the propeller free of cost. No penalty will be levied for the period of non-availability due to fouling of propeller even if not permitted as allowable downtime.

17.0 Operation Mode & Charges:

17.1 The vessel shall be ready for operation for 24 hours.

17.2 On Standby Mode:

The vessel shall be deemed to be on standby if the vessel is made available to the authorized officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the master to commence operation at half an hour notice.

18.0 Accrual of Charges:

The contractual charges are inclusive of all the expenses connected to the operation of the tug including supply of manning and materials for the same. The charges shall accrue to the contractor at the rates quoted by him and accepted by KOPT in the following manner.

19.0 Daily Hire Charge: Daily Hire Charge shall be paid for everyday the vessel is in operation/ standby mode as described in clauses 17.1 and 17.2 above. However, during the lay off period of the Tug, either for repair or for any other reason, no charges will be payable.

20.0 Deduction and Penalties:

20.1 KoPT will not pay any of the scheduled rates for the days the operation of the vessel is suspended for the reasons attributable to the contractor. Further a sum equivalent to 50% of the 'Daily Hire as per the Agreement will be imposed as penalty for each day or part thereof during the 'DEFICIT PERIOD'. However, Engineer of the contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor. Nonpayment of daily hire rates and levy of penalty shall be calculated on pro-rata basis.

20.2 In case the offered tug is not available for operation, then a substitute tug with similar/ better specification (including age of the tug) shall be provided as a replacement by the Contractor at no extra charge within 30 days from the time and date the offered Tug is inoperative / broken down. The age of the substitute tug should not be more than that of the original tug deployed. HDC reserves the right to accept or reject the substitute tug. Similar tug means a tug meeting the basic tender requirements and having the similar propulsion system, bollard pull, speed and fuel consumption. Better tug means a tug having better specifications than those required in the tender. Better specification indicates a tug with higher/equal bollard pull for the same fuel consumption or same bollard pull with lower/equal fuel consumption. However, supply of fuel to the replacement tug will be restricted only up to the limit permissible for the tug originally offered on hire. For the substitute. The permissible average consumption of fuel should remain below 155 litres for both main engines and auxiliary engines combined.

20.3 If the Contractor fails to deliver the offered/ substituted tug (s) as per specification given in the tender within 90 days from the date of the issuance of Letter of Intent, liquidated damages at the rate of Rs.40, 000/- per day will

be levied on the Contractor from the 91st day onward, and if the tug is not delivered for operation within 120 days from the date of issuance of Letter of Intent, the Contract shall be liable to be terminated and Security Deposit forfeited.

20.4 During lay up period, fuel consumption will be on chargeable basis. Rs 750/- per day will be charged for electricity and fresh water when the layup period exceeds 3 days.

20.5 The lay-up period shall commence from the time the tug is not available at the disposal of HDC till it starts for attendance of the next job.

For eg: In case the tug isn't available for use from 1600 Hours of 01.01.2018 and post repair of the tug it is ready by 1000 hours of 02.01.2018, but it is being called for work at 2000 Hours of 02.01.2018, thus the attendance of tug will be considered from 2000 Hours of 02.01.2018.

21.0 Duration of the contract.

This contract is for five years and will come into force from the date and time of commencement of operations till 5 years or 20 years of age of the Tug whichever is earlier.

22.0 Evaluation and comparison of bids.

Price Bid evaluation criteria and formula for evaluation: Formula for evaluation of price bid will be as follows: -

Total Price = $(365 \times A) + \{[(B \times 8 \times 2) + (C \times 10)] \times 365 \times \text{Rate of HF-HSD} (@\text{IOC-Haldia})\}$ one day before the tender goes live].

*A = Daily Hire Charges for the Tug.

*B = Average Fuel consumption per hour per Main Engine in ltrs.

*C = Average Fuel consumption per hour of DG set in. ltrs.

The tender will be finalized on lowest bid basis.

22.1 Haldia Dock Complex, Kolkata Port Trust reserves the right to accept price part of the offer (part-II) of only such bidders whose technical and commercial aspects of the offer (part-I) are acceptable and complete. Haldia Dock Complex, Kolkata Port Trust's decision in this regard shall be final and binding on the bidder. Haldia Dock Complex, Kolkata Port Trust may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.

22.2 Haldia Dock Complex, Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.

22.3 The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid (clause 31.0).

22.4 Haldia Dock Complex, Kolkata Port Trust reserves the right to refuse the tug on her arrival at Haldia if the same is found to be not fulfilling the requirement as laid down in the tender.

22.5 Price Bid will be evaluated online based on bid submitted online by the bidders.

23.0 The General Conditions of Contract of KOPT shall be applicable wherever relevant.

24.0 Insurance: The vessel must have comprehensive insurance with a reputed P&I club having the following coverage:

- i) The hull, machinery and 3rd party liability.**
- ii) Total and constructive loss of the vessel.**
- iii) Coverage for wreck removal in case the vessel is wrecked.**
- iv) Pollution liabilities.**

The tug, its hull, machinery and appurtenances including persons deployed on board the vessel shall be insured by the contractor at his own cost during the entire contract period. Documentary evidence should be provided before commencement of work. KoPT, under no circumstances, shall be responsible for any damage to the Tug or for any accident to the personnel engaged by the Contractor during the operation of the tug or otherwise.

However, the protections available to ports own tugs under Major Port Trust Act shall be also available to the tugs as hired, wherever a third party is involved.

25.0 Payment:

25.1 Payment for Daily Hire Charges (item 'A' of clause 33) will be made once in a month by KoPT.

25.2 Payment shall be made to the contractor within 30 days of submission of relevant clear bills accompanied by vessels log abstract duly certified by KoPT representative. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.

25.3 An advance of 75% of amount certified by MO division will be released within 10 days of submission of bill by the contractor to ensure fund flow. The rest of the bill along with applicable GST will be released as per schedule mentioned in 25.2.

26.0 Termination of Contract.

KoPT at its sole discretion may terminate the contract after serving one month's notice if the performance of the tug is not satisfactory for three consecutive months. The decision of KoPT about the performance of the tug will be final. KoPT also has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice.

27.0 FORCE MAJEURE

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term “Force Majeure” as employed shall mean the events as below:

- (i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable.**
- (ii) War, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India.**
- (iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;**
- (iv) Fire, flood, cyclone, hurricane and acts of God.**

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause 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 forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim. Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the

relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract.

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually

28.0 Interpretation of Contract, Document, Disputes therein and Arbitration (This supersedes G.C.C. Clause no. 4.1 item 7and G.C.C Clause no. 10.0)

This contract will be governed by Indian Law. In case of any dispute or differences arises in relation to the contract (before, during or after completion or abandonment of work or during the extended period thereafter) the same may be referred to the Arbitration as per provisions of Arbitration Conciliation Act, 2015.

29.0 TUG’S ENCUMBRANCES ON CONTRACTOR:

The contractor shall submit an undertaking that the offered Tug is free from all encumbrances and lien. However, encumbrances/lien of financier are accepted.

30.0 Arbitration:

(a) Arbitrators:

Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 2015 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 2015, including any amendment thereof.

(b) Place of Arbitration:

The place / jurisdiction of arbitration shall be in Kolkata / Haldia, West Bengal, India.

31.0 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The contract Agreement (completed).
- b) The Letter of Acceptance / Firm work order.
- c) The priced 'Bill of Quantities'.
- d) Bid Clarification,
- e) The Technical Specification, Special conditions of contract.
- f) The General conditions of contract.
- g) Annexures and Appendices.
- h) All post bid correspondence and any other document forming part of contract, if any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

32.0 List of enclosed formats

Form of Tender

Format of Performance Bond/Bank Guarantee/Security Deposit

- Annexure - I

Format of Agreement

- Annexure - II

Format for Joint Venture Agreement

- Annexure - III

Format for integrity pact

- Annexure - IV

Format of affidavit for ESI exemption

- Annexure - V

Format for Indemnity Bond

- Annexure - VI

Details of tug being offered

- Annexure - VII

Details of Work Experience

- Annexure - VIII

Format of Bank Guarantee- Earnest Money Deposit

- Annexure - IX

33.0

FORMAT OF PRICE BID
(To be bid online for)

PRICE BID

Total Price = $(365 \times A) + \{(B \times 8 \times 2) + (C \times 10)\} \times 365 \times \text{Rate of HF-HSD (@IOC-Haldia)}$
one day before the tender goes live].

***A = Daily Hire Charges for the Tug.**

***B = Average Fuel consumption per hour per Main Engine in ltrs.**

***C = Average Fuel consumption per hour of DG set in. ltrs.**

The tender will be finalized on lowest bid basis.

FORM OF TENDER

To
The Manager,
Marine Operations
Marine House
Haldia Dock Complex, Kolkata Port Trust,

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to supply of one 40 Ton BP/ one 40 Ton BP Tug to the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

The quotations have been submitted in Cover-I and Cover-II as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid in cover-II.

We hereby agree that the said specification, conditions of tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ General Manager (Finance) Rs..... vide Receipt No.....dated.....

as Earnest Money, photostate of which is attached. Original Bank
copy Guarantee
...../Bank Draft from..... Bank is
No No..... enclosed.

We also agree to abide by this tender for a period of 180 days from the opening date of Technical (Cover-I) and in default of our so doing, the Earnest Money of Rs10,36,600 (Rupees Ten Lakhs Thirty-six thousand and Six hundred only) (for the bidders who intend to bid) deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Haldia Dock Complex, Kolkata Port Trust ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

Yours faithfully,

Dated.....

Signature.....

Full Address

(Seal)

Note: All blank spaces to be filled in by the Tenderer and submitted along with the tender.

Annexure-I

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

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

**BANK GUARANTEE NO.....
DATE.....
Name of issuing Bank
Name of Branch.....
Address.....**

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs a proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for

..... (write the name of the work as per Work Order) in terms of the Work order No dated.....(hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs (Rupees

.....) we,.....Branch, Kolkata...../Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs (Rupees ...) We.....Branch, Kolkata

...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata

/Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....

.....(Name of Bank),
Branch, Kolkata...../Haldia to decline to honour the Bank
Guarantee in the manner aforesaid. The very fact that We,
.....Branch,
Kolkata /Haldia, decline or fail or neglect to honour the
Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the
Trustees to enforce the Bank Guarantee unconditionally without any reference,
whatsoever, to the contractor.

2.
We,.....Branch
,
Kolkata..... /Haldia, further agree that a mere demand by the
Trustees
at any time and in the manner aforesaid, is sufficient for us,
.....
Branch, Kolkata / Haldia, to pay the amount covered by this
Bank Guarantee in full and in the manner aforesaid and within the time aforesaid
without reference to the contractor and no protest by the contractor, made either
directly or indirectly or through Court , can be valid ground for us,
..... ..Branch, Kolkata
..... /Haldia, to decline or fail or neglect to make payment to
the Trustees in, the manner and within the time aforesaid.

3. We, Branch, Kolkata
..... / Haldia, further agree that the Bank Guaranteed herein
contained shall remain in full force and effect, during the period that is taken for
the due performance of the said contract by the contractor and that is shall continue
to be enforceable till all the dues of the Trustees under and/or by virtue of the terms
and conditions of the said contract have been fully paid and its claim satisfied
and/or discharged in full and/or till the Trustees certify that the terms and
conditions of the said contract have been fully and properly observed/fulfilled by
the contractor and accordingly, the Trustees have discharged the Bank Guarantee,
subject however, that this guarantee shall remain valid up to and inclusive of
.....day of
.....20.....and subject all so that the provision that the Trustees shall
have no right to demand payment against this guarantee after the expiry of 6(six)
calendar months from the expiry of the aforesaid validity period up to
..... Or any extension thereof made by us,
.....Branch, Kolkata/ Haldia, in further extending
the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of
appropriate value, as required / determined by the Trustees, only on a written
request by the Trustees to the contractor for such extension of validity of this Bank
Guarantee.

4. We, Branch,
Kolkata

..... / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, Branch, Kolkata/Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,.....Branch, Kolkata...../Haldia.

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

SIGNATURE.....
NAME.....

DESIGNATION..... (Duly
constituted attorney for and on behalf of)

BANK.....
BRANCH.....
Kolkata...../ HALDIA. (OFFICIAL SEAL OF
BANK)

Annexure-II

FORM OF AGREEMENT (On Rs. 50/- STAMP PAPER)

THIS AGREEMENT made thisday of.....200.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called “ the Contractor ”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz. and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work **NOW THIS AGREEMENT WITNESSETH** as follows :

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

- (a) The said Tender / Offer & the acceptance of the Tender / Offer
- (b) The General Conditions of Contract
- (c) The Special Conditions of Contract
- (d) The Conditions of Tender
- (e) The Technical Specifications
- (f) The Schedule of Rates
- (g) The Terms of Payment
- (h) 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 execute and maintain the work in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

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

Contractor

General Manager, Marine
Haldia Dock Complex, KoPT

Witness

1.....
2.....

Annexure-III

**FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT
(To be submitted on stamp paper)**

This Joint venture/consortium agreement is made at _____ on _____ day of _____ 2016 between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party”) and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “Second Party”) WHEREAS the First party is engaged in the business of

AND WHEREAS THE Second Party is engaged in the business of

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of HALDIA DOCK COMPLEX, KOLKATA PORT TRUST in connection with work of _____ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

1. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s. _____.

2. It is further agreed by the Joint Venture/consortium Partner that _____ of M/s. _____ has been nominated as Lead Partner for the execution of the works.

3. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

5. The turnover and experience of each party is as under:

First Party:

Second Party:

6. Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Haldia Dock Complex, Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.

8. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at

9. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at_____ The Lead Partner as mentioned in Clause(2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at _____on this

_____day of _____

Party of First Part

Party of Second Part

Witness:

1)

2)

Annexure-IV

INTEGRITY PACT

Between

**Kolkata Port Trust (KoPT) hereinafter referred to as “The Principal/
Employer”**

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, the Principal will appoint 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 a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / 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 will 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. 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 Indian Penal Code (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 Annexure-G.

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 the 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 Undertakings /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/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from 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 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: Role 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 demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, 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 / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) 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 purposes of this Pact.
- (h) 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.
- (i) 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.

(j) The word 'Monitor' would include both singular and plural.

Section-9: Facilitation of Investigation:

In case of any allegation o 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 / 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:

The pact begins with when both parties have legally signed it and will extend up to 2 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 6 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 of consortium members.**
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder 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)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1** There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application – Form.
- 1.2** Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.
- 1.3** Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1** Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1** The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2** The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
 - 2.1.3** Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.
- 2.2** Bidders of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1** The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
 - 2.2.2** The amount of commission / remuneration included in the price (s) quoted

by the bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.

2.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph – 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.

Annexure-V

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

(On the Rs. Ten Non Judicial Stamp paper)

**BEFORE THE 1st. CLASS MAGISTRATE AT.....
AFFIDAVIT**

Ison ofaged about
.....year, by faithby occupationresiding at
....., do hereby solemnly affirm and declare as follows:-

**THAT I am the proprietor/ partner ofhaving office at
and carrying on business on the same name and style.**

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

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

That the present affidavit is to be filed before the Haldia Dock Complex, Kolkata Port Trust as per the clause No.....of the tender No.....issued by Haldia Dock Complex, Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Identified by me

DEPONENT

Annexure – VI

INDEMNITY BOND

BY THIS BOND I, Shri/Smt..... Son of Shri/Smt.
.....residing athaving
occupation the Partner / Proprietor / Director
.....having office at, am a tenderer under Marine Department
,Haldia Dock Complex, Kolkata Port Trust (A statutory Body under MPT Act ,1963). WHEREAS , the
said Haldia Dock Complex, Kolkata Port Trust had asked the every tenderer , who is not covered
under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department ,Haldia
Dock Complex, Kolkata Port Trust against all damages and accidents to the labourers tenderer /
contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer /contractor named
herein above shall indemnify the Haldia Dock Complex, Kolkata Port Trust against all
damages and accidents occurring to the labourers of the tenderer /contractor as
demanded by Haldia Dock Complex, Kolkata Port Trust during the execution of the
work stated in NIT No.....

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

IN WITNESSETH WHEREOF I the Partner / Proprietor/ Director
..... hereunto set and seal this the day of
in the yearat

Sureties

Signature of the Indemnifier

a) Name :
Signature :
Address :

b) Name : Signature :
Address :

Witnesses

Name :
Signature :
Address :

Annexure – VII**DETAILS OF THE TUG BEING OFFERED**

SL NO	PARTICULARS	ITEMS
1	NAME OF THE TUG	
2	OWNER	
3	FLAG	
4	BUILDER	
5	AGE OF THE TUG – (Age of the Tug/Tugs not more than 15 years on the date of delivery of the tug or on 01.08.17 whichever is earlier)	
6	OFFICIAL NO.	
7	REGISTERING AUTHORITY (Must be under RS type IV or higher)	
8	GRT/NRT	
9	LOA [NOT MORE THAN 35m)	
10	BEAM	
11	DEPTH	
12	DRAFT [NOT MORE THAN 4.5 m]	
13	STATIC BOLLARD PULL (Must have steady/ sustained bollard Pull of not less than 40 Tonnes at 90% MCR	
14	TOWING ARRANGEMENT (Quick release tow hook and /or towing winch with adequate strength. The tug is required to be suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch with suitable quick release mechanism.)	
15	ENDURANCE (full power) [SHOULD NOT BE LESS THAN 15 DAYS	

16	MAIN ENGINE (Numbers, Make, BHP each)	
17	GENERATOR ENGINE (Numbers, Make, BHP each)	
18	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
19	SPEED (In Knots) [SHOULD NOT BE LESS THAN 9 Knots]	
20	a). AVERAGE FUEL CONSUMPTION PER HOUR DURING NORMAL SHIP OPERATIONS INCLUDING PROVIDING 40 TONNES BOLLARD PULL WHEN NEEDED. b). FUEL CONSUMPTION OF GENERATOR ENGINES PER HOUR.	
21	FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT THE RPM GENERATING AT LEAST 30 TONNES BOLLARD PULLS [RPM TO BE MENTIONED]	
22	FUEL CONSUMPTION A) SFOC OF MAIN ENGINES - BHP /HR (AS PER MANUFACTURER AND CLASSIFICATION SOCIETY CERTIFICATE TO BE ATTACHED) B) FUEL CONSUMPTION 100% MCR – LTRS/HRS. 90% MCR – LTRS/HRS. 50% MCR – Ltrs/Hrs.	
23	DATE OF LAST DRY DOCKING	
24	DUE DATE OF NEXT DRY DOCKING (To maintain validity of class and statutory certificates)	
25	PROPULSION TYPE	
26	EXTERNAL FIRE FIGHTING CAPABILITY Fire pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. The capacity of fire pump should be minimum 1200 M3/hr. of water (Half FiFi). Foam tanks shall be capable of storing at least 11.0 m3 of AFFF foam. If FiFi class (with exemption) is not working, 3% of daily hire charges shall be recovered as penalty.]	

27	CREW INCLUDING MASTERS	Please give details separately, annexed and attached.

THE TUG MUST FULFILL THE FOLLOWING CRITERION:

1. The Tug must be registered under Merchant Shipping Act/RS/ Inland Vessel Act as applicable.
2. The Tug must have valid statutory and classification certificates for the performance of designated duties;
3. Age of the Tug/Tugs not more than 15 years on the date of delivery of the tug or on 01.06.18.
4. The tug should have a bollard pull of 40 Tonnes or more at 90% MCR;
5. Length Over All should not be more than 35 m and draft should not be more than 4.5 m;
6. The Tug should have twin engines and twin propulsions;
7. Type of propulsion- Kort Nozzle/ Tractor or Stern Mounted Azimuth Propulsion;
8. The contractor must keep all certificates of the tug valid and updated at all times during the entire period of contract;
9. In addition to the statutory manning, one suitable local 1st Class Inland Master, conversant with the KoPT channel, to be provided on board at all times. No additional local 1st Class Master is required if one local 1st Class Master, conversant with the KoPT channel is already provided.

10.0 MANNING:

- 10.1 Manning in the tug has to be provided as per M.S. / I.V. Act as applicable.**

Manning as per type requirement. MS Act Vessels may comply with minimum safe manning for harbour operations. They may obtain an appropriate document

in this regard. In case of IV registered Vessels, additional permission for movement up to sand heads will be needed to be obtained by the Contractor.

- 10.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.**

- 10.3 The crew must have valid certificate of competency as applicable. The**

contractor will be required to submit the attested copies of such certificate to KoPT. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel deployed by him.

- 10.4 The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the contractor.**
- 10.5 A Liaison Officer should be deployed by the Contractor for interacting /communicating between KoPT, the vessel and other concerned officers at Haldia. Such liaison officer shall have a Mobile Phone with residential telephone facility and preferably stationed at Haldia. He should be a person having experience in the field of marine operation.**

Annexure - VIII

WORK EXPERIENCES

Sl. No.	Name of the Work	Duration of the contract (date of Commencement and finish)	Name of the organization with contact no.	Value of the work	Documents attached(Work order, completion/ performance certificates Self attested)

Bidder's signature with date seal

Annexure-IX

**BANK GUARANTEE FORMAT (Earnest
Money Deposit)**

**To
The Board of Trustees
For the Port of Kolkata.**

**BANK GUARANTEE NO..... DATE.....
Name of Issuing Bank.....
Name of Branch.....
Address.....**

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate,
duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963),
having agreed to exempt M/s....., a Proprietary /
Partnership/Limited/Registered Company, having its Registered office at
.....
(hereinafter referred to as "The Contractor") from
cash payment of Earnest Money Deposit in connection with Tender No.....

.....
for..... (write the name of the work as per tender) for the due
fulfilment by the contractor of all the terms and conditions contained in the said
tender, on submission of a Bank Guarantee for Rs
(Rupees.....), we
..... Bank Branch, Kolkata..... /Haldia, do, on the
advice of the bidder, hereby undertake to indemnify and keep indemnified the
Trustees to the extent of the said sum of Rs.....
(Rupees.....).
We, Bank..... Branch, Kolkata
...../Haldia, further agree that if a written demand is made by the Trustees through any
of its officials for honouring the Bank Guarantee constituted by these presents, We, ...
..... Bank.....
Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever
and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of
such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur.
Even if there be any dispute between the contractor and the Trustees, this would be no ground for
us..... (Name of Bank), Branch, Kolkata
...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that
We..... Bank..... Branch, Kolkata/Haldia, decline or fail
or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the
Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

2. We..... Bank.....Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....
Bank..... Branch, Kolkata / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either directly or indirectly or through Court, can be valid ground for us.....BankBranch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject

however, that this guarantee shall remain valid upto and inclusive of
..... days of..... 20--- and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to..... or any extension thereof made by
US..... Bank..... Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.

4. We.....Bank. Branch, Kolkata / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the bidder or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the bidder and to forebear or enforce any of terms and conditions relating to the said tender and we.....
Bank.....Branch, Kolkata / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch, Kolkata / Haldia.

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

Notwithstanding anything contained herein:

**a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);**

b) This Bank Guarantee shall be valid upto _____; and

**c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before
_____ (date of expiry of Guarantee).**

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

Document to be submitted along with Techno-Commercial Bid.

- a) Copies of Work Order(s) and Work Execution Certificate of having successfully completed works/ contracts in support of their claim of work experience.**

Note: The work execution certificate must contain the following information such as i) Work Order number ii) Period of Contract iii) Actual Payment made for the contract/ works concerned.

- b) Copies of Annual accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2016.**
- c) Copy of upto date Professional Tax Payment Challan for the tenderer and his employees.**
- d) Copy of valid Certificate of Registration from the Registering Authority.**
- e) Copy of Certificate from R.P.F.C. & E.S.I.C. indicating respective Code No(s) as applicable.**
- f) Copies of Registration Certificate of the vessel the tenderer intends to supply. Detailed particulars of the vessel intended to be supplied shall be furnished by the tenderer along with 'Techno-Commercial Bid' of the Tender in the format given at Annexure- 'VII'.**
- g) Partnership deed (duly attested) in case the tenderer is a partnership firm.**
- h) Certified copy of Memorandum of Association in case the tenderer is a company.**

Request for tender documents should also be accompanied by the following declarations. In the case of downloading of the tender document the following have

to be enclosed along with the techno-commercial bid of the Tender: -

A declaration that the tenderer(s) are fulfilling the eligibility criteria.

A declaration that the tenderer(s) have not been debarred or de-listed by any Govt. or quasi – Govt. agencies or PSUs in India.

Mere issue of Tender Document will not mean that the bidder/tenderer will be automatically considered qualified and their bids will be entertained. Such qualification will again be reviewed at the time of evaluation of bids.

The Trustees reserve the right to reject or to accept the tender in whole or in part without assigning any reason whatsoever thereof.

PART II

PRICE BID

Total Price = $(365 \times A) + \{(B \times 8 \times 2) + (C \times 10)\} \times 365 \times \text{Rate of HF-HSD} (@\text{IOC-Haldia})$ one day before the tender goes live].

***A = Daily Hire Charges for the Tug.**

***B = Average Fuel consumption per hour per Main Engine in ltrs.**

***C = Average Fuel consumption per hour of DG set in. ltrs.**