



**KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
DIRECTOR, MARINE DEPARTMENT
15, Strand Road, Kolkata – 700 001
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Website : kolkataporttrust.gov.in**

BID DOCUMENT

FOR

**HIRING OF TWO NOS. STEEL MECHANISED BOATS WITH MANNING
FOR MOORING/UNMOORING OF VESSELS INSIDE NSD AT KOLKATA**

Tender No. KoPT/MRN/HMP/NSD/2018

Estimated Cost - Rs. 416 Lakh

ISSUED BY:

**DIRECTOR MARINE DEPARTMENT
KOLKATA PORT TRUST
15, STRAND ROAD
KOLKATA-700001**

JULY – 2018

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Kolkata Port Trust
Marine Department

1.0 NOTICE INVITING TENDER :

Tender No. KoPT/MRN/HMP/NSD/2018	Dated : July, 2018.
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Kolkata Port Trust intends to hire two steel mechanised boats with manning for mooring/unmooring of vessels inside the impounded docks at Kolkata and to carry out all such duties that a mechanised boats is capable of performing including all supporting activities related to shipping, transportation of men and material etc within the jurisdiction of Kolkata Port Trust for a period of Five years.

ESTIMATED VALUE OF THE TENDER FOR FIVE YEARS Rs.416 LAKH.
P.Q. CRITERIA HAS BEEN DRAWN ON ONE YEAR'S ESTIMATED VALUE OF Rs.83.2 LAKH.
PERIOD OF CONTRACT : 5 YEARS.

Tenders are invited for the above work from reputed, bonafide and resourceful Fleet Owners/Fleet Managers/Operators who meet the following pre-qualification criteria:-

The bid document may be seen from the Central Public Procurement Portal (CPPP). Corrigenda or clarification, if any, shall be hosted on the above mentioned website only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in).

2.0 SCHEDULE OF TENDER (SOT)

a) Tender No.	KoPT/MRN/HMP/NSD/2018
b) Mode of Tender	e-Procurement System (Online Two Part Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
c) Estimated cost	Rs. 416 lakh for a period of 5 (Five) years @ Rs.83.2 lakh per annum.
d) Earnest Money Deposit	The bidders shall be required to deposit an amount of Rs.8,32,000/- (Rupees Nine Lac Twenty thousand) only as 'Earnest Money Deposit' (EMD) payable to "Kolkata Port Trust" as per tender stipulation. The original EMD instrument shall be submitted within 3 (three) days from the closing of online submission of tender.
e) Tender document fee	The intending bidders also should submit the tender fee of Rs.2950/- (Rupees Two Thousand Nine Hundred and Fifty) only including GST to Kolkata Port Trust , separately as per tender stipulation. The original Bank Draft/Bankers Cheque/Pay Order shall be submitted within 3(Three) days from the closing of online submission of tender.

f) Date of NIT available to parties to download	From 31.07.2018
g) Offline Pre-Bid Meeting date and time	At 1430 hours on 08.08.2018 at KoPT Head Office, 15, Strand Road, Kolkata-700 001 in the room of Director, Marine Department
h) Last date of physical submission of EMD and Bid Document fee to KoPT	Upto 1400 hours on 24.08.2018
i) Date of starting of e-tender for submission of online Techno-Commercial Bid & Price Bid at CPP Portal	18.08.2018
j) Date of Closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	Upto 1400 hours on 23.08.2018 The last date of submission of tender will not be extended under any circumstances.
k) Date and 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.	On 24.08.2018 after 1400 hours.

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

Capt. J.J. Biswas
Director, Marine Department
Tender Inviting Authority.

3.0 Important instructions for e-tender

Bidders are requested to use Internet Browsers Firefox version below 50 / Internet Explorer version 8 or above and Java 8 Update 151 or 161.

Further, Bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:-

- Bidders Manual Kit.
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust) :-

Capt. B. Pakrashi, Harbour Master (Port),
Phone :9836298636;
E-mail : hmp@kolkataporttrust.gov.in

Contact Persons (CPP Portal) :-

1. Shri Nazmush - Mob.9563251950, e-mail : webhelpdesk@gmail.com.
See CPP Portal for contact details.

4.0 PRE-QUALIFICATION CRITERIA

The Pre-qualification Criteria shall be as follows :-

- i) Experience of having successfully completed “similar works” during the last 7 years ending **30 June, 2018** shall be either of the following :-
 - a) 3 (three) similar completed works costing not less than Rs. 33.28 Lakh each;
Or
 - b) 2 (two) similar completed works costing not less than Rs. 41.6 Lakh each;
Or
 - c) 1 (one) similar completed work costing not less than Rs. 66.56 Lakh.
- d) The average annual financial turnover of the firm during the last 3 years ending March 2018 should be at least Rs. 24.96 Lakh.
- ii) “Similar work” shall mean experience of supplying successfully one I.V. or M.S. Class Mechanised craft which is either owned or hired, manned and maintained by the Bidder.
- iii) Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order, Performance Certificate from clients, Company’s Annual Reports, Audited Balance Sheet and Profit & Loss A/c. for last 3 years (2015-16, 2016-17 & 2017-18).

5.0 TENDER AUTHORITY

Director, Marine Department,

Kolkata Port Trust, 15, Strand Road, Kolkata-700 001

Phone : 033-2230-3451 Extn.375, Telefax: 033-2231-0105

Fax No.033-2230-4901

e-mail : dmd@kolkataporttrust.gov.in / hmp@kolkataporttrust.gov.in,

website : www.kolkataporttrust.gov.in

6.0 INSTRUCTION TO BIDDERS

- 6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 6.2 The bidder before filing and submitting the tender is expected to thoroughly examining the tender documents including all instructions, forms, terms, specifications, schedules failure/omission to furnish the information required by the tender document on submission of a bid which is not substantially responsive to the tender requirement will result in the rejection of such tender.

- 6.3 Mere downloading of tender document shall not mean that a particular bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.4 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.
- 6.5 Tender document (non-transferable) will be available in the website : www.kolkataporttrust.gov.in / CPP Portal. Parties downloading the tender document from KoPT's website should ensure submission of either the receipt from Treasurer, KoPT or Demand Draft towards tender fee, failing which the tender will not be considered.
- 6.6 Kolkata Port Trust reserves the right to reject any / all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.7 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 6.8 The Bid Document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 6.9 Price Bids, containing any sort of qualifying expressions will be rejected.
- 6.10 In the event of Kolkata Port Trust intends to or awards the work against the said bid to the successful bidder, and the bidder fails to commence the work in stipulated time, the **Earnest Money** will be liable for forfeiture.
- 6.11 Kolkata Port Trust reserves the right to ask anyone of the bidders, who have submitted their 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 Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duly 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 Kolkata Port Trust.
- 6.12 The **General conditions of contract** of KOPT shall be applicable wherever relevant.

- 6.13 The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 6.14 Kolkata Port Trust may ask further documents related to experience of similar works if they are not satisfied with the submitted documents. If the work order(s) and Performance Certificate (s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.
- 6.15 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorised executive officer of the bidder's organisation.
- 6.16 Bidders should indicate at the time of quoting against this bid their full postal and Telephone/Telex/E-mail address.

7.0 MODE OF SUBMISSION OF BID

- 7.1 The Tenders are to be submitted online in two parts i.e. 'Part-I' & 'Part-II'. 'Part-I' should constitute the Technical Bid and Terms & Conditions of offer and 'Part-II' should constitute only the Price Bid without any deviation and condition.

'Part-I' (Techno-Commercial) will contain the following documents :-

- a) Brief particulars of the Firm mentioning company's registration.
- b) Copy of the documents relating to details of similar works previously carried out by the firm with value and period of each work.
- c) Copies of Performance Certificates of previous works carried out.
- d) Copies of Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. 2015-16, 2016-17 & 2017-18).
- e) Photocopy of the Treasury Receipt (TR) of the cost of Bid Document and EMD or original Bank Draft / Bankers Cheque payable to 'Kolkata Port Trust'.
- f) A separate letter addressed to Director, Marine Department confirming that the Tenderer has accepted all terms and conditions laid down in the Bid Document.
- g) Details of supervision and liaison set up planned to be used for supervision and co-ordination of the work.
- h) Signed blank copy of the Price Bid Format.
- i) Form of tender duly filled in Bidder's Letter Head (Format in GCC).
- j) A declaration that the firms has not be debarred/de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- k) Authentic documents relating to registration under GST Authority and ESI Authority as applicable.

- l) Copy of Current Trade License as applicable.
- m) Copy of Provident Fund Registration as applicable.
- n) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format enclosed in **Annexure III**. In addition, the bidders not having ESI registration must also indemnify KoPT against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure V**).

- o) All forms and format duly filled in as given at Appendixes.
- p) Valid Professional Tax Clearance Certificate/up-to-date tax payment challan.
- q) Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.
- r) Power of Attorney in original in connection with signing the tender document.
- s) Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-IV**).

- t) Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).
- u) An undertaking that the offered mechanised boats are free from all encumbrances and lien except from any financial institution.
- v) The technical details of the offered mechanised boats, as per enclosed format.
- w) Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage Act.
- x) Technical description of the mechanised boats as per Clause No.20, including copy of (i) Certificate of Registry, (ii) All Statutory Certificate else a confirmation from the bidder to build suitable boats and supply the same within the scheduled mobilization period as per required specification.
- y) Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.
- z) Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-

- i) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued;
- ii) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

UNDERTAKING:

The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

“The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.”

With this there will be no necessity to upload signed bid document and GCC.

7.1.1 The Contractor shall submit the documents as per check list above (Clause 7.1) at the time of submission of bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl.Nos.a,b,c, d, e and r are not submitted with the bid.

7.1.2 THE DOCUMENTS UPLOADED BY THE BIDDERS WILL BE SCRUTINIZED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF THE DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).

7.2 PART-II (Price Bid) : Price shall be quoted online as per the format without any condition or deviation.

7.3 Deadline for submission of tender :

The completed tender shall be submitted online within the prescribed date as indicated in the SOT. Further, the last date of submission of the tender will not be extended under any situation.

8.0 OTHER INSTRUCTIONS :

8.1 Bidders are advised to submit quotation online based upon Technical Specification, Terms & Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, ‘Homepage - Rule and Regulations - Non-Service Regulation’. 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 firm unless it is notified by KoPT.

8.2 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.

8.3 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.

- 8.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt 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 queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following address:-

**The Director Marine Department
Kolkata Port Trust,
15, Strand Road,
Kolkata-700 001.**

- 8.5 The bidders may please note that the 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 Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.
- 8.6 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. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.
- 8.7 Fax / e-mail offers / physical offer will not be considered. Bidders should prepare their bid themselves. Bids prepared by agents will not be recognized. KoPT will not be liable for any financial obligation in connection with any work until such time, KoPT communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid Document).
- 8.8 Amendment of Tender Documents :
At any time, prior to the deadline for submission of tenders, KoPT may for any reason whether on its own initiative or a response to a clarification requested by a prospective tenderer/bidder, modify the tender documents by issuance of a addenda, which shall be writing and uploaded in the same websites. Such addenda will form part of their tender. The tender document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers/bidders shall not be constitute to as amendments to the Tender Document.

9.0 EARNEST MONEY DEPOSIT (EMD):

- 9.1 The Bidders shall be required to deposit an amount of Rs. 8,32,000/- (Rupees Eight Lac Thirty Two thousand only) as Earnest Money Deposit [EMD] payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft payable at Kolkata physically.

- 9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening of Price Bid or on finalization/acceptance of tender, whichever is earlier without interest. Earnest Money Deposit of L-1 bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.
- 9.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the Contractor may opt for converting the EMD as a part of Security Deposit. In case, the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.
- 9.4 **For Micro & Small Enterprise (MSEs) registered with NSIC:-**
- i). Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
 - ii). If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT, otherwise their offer will not be considered.
 - iii). Copy of valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued and Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.

10.0 SECURITY DEPOSIT:

- 10.1 Successful Bidder will submit 'Security Deposit' for a sum equivalent to **10%** of the Total Evaluated Price" for one year as mentioned in the Price Bid Format and accepted by KoPT either in Demand Draft or in the form of Bank Guarantee as per enclosed format in favour of "Kolkata Port Trust" from a Nationalised Indian Bank with office at Kolkata to the office of Harbour Master (Port). In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata 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. The Security Deposit shall remain valid for 6(six) months after successful completion of the contract for five years. The Security Deposit will be released within 30 days after successful completion of the contract period without interest.

- 10.2 KoPT shall encash the Security Deposit in the event of the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 60 days to commence operation at the order of authorized officer 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.
- 10.3 The Director, Marine Department shall have the right to ask for the extension of the above Demand Draft / Bank Guarantee till such time the contractual obligation are fulfilled and the contractor will be duty bound to extend the same as asked by Director, Marine Department.
- 10.4 KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).
- 10.5 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work as per **clause no. 7.7** (mobilization time) of the NIT.

11. INSTRUCTION FOR FILLING THE BIDS

- 11.1 The bid can only be submitted in the name of the bidder.
- 11.2 The bid and any annotations or accompanying documentations shall be in English Language only and in metric system.
- 11.3 The bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 11.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or resolution or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of signatory's authority.
- 11.5 The tender shall be completed in all respects and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 11.6 Bidder should indicate at the time of quoting against this bid their postal / e-mail address and telephone and fax numbers.
- 11.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 11.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 11.9 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall

confirm in writing in the form of Tender that should 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 to KoPT and 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 Tender may be cancelled by Kolkata Port Trust.

12.0 PRICING OF THE BID

12.1 General

The Bid shall be quoted in and as per format of Price Bid.

12.2 Currency of Quotations

The bidder shall indicate the prices in Indian Rupees only.

12.3 Validity of Price Bid

The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the scheduled date of opening of Part-I (Techno- Commercial part of the Bid).

- 12.4 Periods spent in maintenance of the mechanised boats, bunkering, crew change etc. shall be on account of the contractor.

13.0 Duties and Taxes

13.1 GST

- a) The prices quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- b) Suppliers/ service providers to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.
- c) The supplier/service provider agrees to comply with all GST laws, including GST acts rules, regulations, procedures, circulars and instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with Kolkata Port Trust, then payments to retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- d) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any on-compliance of tax laws by the

supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

- e) Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- f) The purchase order/work order shall be void, if at any point of time you are found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g) All bidders to note for execution of work following steps are required to be taken so that KoPT can avail the Input Tax Credit, wherever applicable.
 - i. Spare parts which is to be procured from OEM/authorized dealers the contractor will ensure invoices are drawn in the name of the contractor however, it should be marked account Kolkata Port Trust with ship name and address of the vessel as per applicable Acts and rules of GST. KoPT would provide GST registration number for availing Input Tax Credit.
 - ii. As far as possible all other materials to be procured from first/2nd stage dealer and maintained the above formalities to the extent possible so that KoPT can avail the Input Tax Credit but it shall not be mandatory.
 - iii. The party should ensure that GST invoice raised on KoPT tallies with the online data available for input tax credit and as per GST rules.

- 13.2 If any new taxes and duties, increase in existing taxes and duties are imposed by the Central/State Government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.

14.0 Escalation / De-escalation

Escalation and de-escalation on the hourly running charge as quoted by the tenderer will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs.70.56 per litre as on 23rd July, 2018 at Kolkata.

15.0 Mobilisation & De Mobilization

On placement of work order, the Mechanised boats are to be made available at NS Docks of Kolkata Port and will commence the operation within 30 days.

15.1 Mobilization and De-mobilization Charges

No mobilization and de-mobilization charges will be payable separately. Bidders should include such cost in the daily hire charge proportionately.

16.0 Liquidated damages for delay in commencement of work:

In case the Contractor fails to commence operation within 30 days from the date of work order, a penalty equivalent to 10% of the Daily Hire Charges would be imposed per day per boat for each day of delay as liquidated damages, till the boats with manpower are available for work.

In case the contractor fails to mobilize the Mechanised boats and commence operation at Kolkata within 60 days on expiry of scheduled mobilization period of 30 days, KoPT will be at liberty to terminate the contract and forfeit the Security Deposit. The Engineer of the Contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay was beyond the control of the Contractor.

17.0 Acceptance of the mechanised motor boats:

On mobilization of the mechanised boats, the Engineer shall put the boats on trial or test to ascertain its suitability, performance on site as well as to verify its specifications as stipulated in the tender document. KoPT reserves the right to refuse the boats if the same are not found suitable and does not match with tender specifications. In the event of rejection of boats, the contractor will have to provide suitable boats within the scheduled mobilization period at no additional cost.

18.0 Fuel and Lubricants

Fuel and Lubricants of appropriate grade for Main Engines, Auxiliary Engines, Gear Boxes, steering system etc. shall be collected and stored on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operation of the mechanised boats.

Fuel and lubricants shall be collected only from authorized dealers. KoPT at their discretion may send its representative to oversee/ supervise the bunkering process. All costs of fuel and lubricants are to be borne by the contractor.

19.0 Interpretation of 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.

The "CHAIRMAN" means the Chairman of the Board and includes the person appointed to act in his place under Section 14 & 14A of the Major Port Trust Acts, 1963.

The ' Deputy Chairman' Kolkata means the Dy. Chairman, KDS, or as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under Section 14 of the Major Port Trust Act 1963.

“THE DIRECTOR MARINE DEPARTMENT” - The expression “The Director, Marine Department” means the office holding that post under the Trustees and includes his successors in office.

“THE ENGINEER” - The expression “The Engineer” means the Director, Marine Department, 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 Director Marine Department to act on their behalf for the purpose of this contract.

“THE HARBOUR MASTER (PORT)” : The expression “Harbour Master Port” means the officer appointed by Kolkata Port and holding the post under the Trustees and includes his successors in office.

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.

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

“MONTH”- Means English Calendar month

“LETTER OF INTENT” “Letter of Intent” means the formal acceptance by KoPT of the tender

“TENDER” “Tender means the Contractor’s priced offer to KoPT for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Intent.

‘DEFICIT PERIOD’ shall mean the following:

- i) The period by which the availability of the mechanised boats falls below the minimum guaranteed level;
- ii) The mechanised boats does not report for duty within half an hour on receipt of order;
- iii) The period during which the mechanised boats has been decommissioned without the approval of the Engineer.

The Director, Marine Department from time to time may authorize any person in writing, a copy of which is to be forwarded to the contractors, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may think fit and proper and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

20. INFORMATION REQUIRED

A Technical description of the mechanised boats to be submitted as per the format below and to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all **statutory certificates**.

DETAILS OF THE MECHANISED BOATS BEING OFFERED

Sl. No.	PARTICULARS	ITEM
	NAME OF THE MECHANISED BOATS	
1.	OWNER	
2.	YEAR OF BUILT	
3.	OFFICIAL NO.	
4.	REGISTERING AUTHORITY	
5.	LENGTH (should be between 6.5 m to 7.0 m)	
6.	BEAM (should be between 2.2 m to 2.7 m)	
7.	DEPTH	
8.	DRAFT	
9.	MAIN ENGINE (No. Make, BHP), power should not be less than 90 BHP for each boat.	
10.	SPEED (in Knots), should not be less than 5 knots, able to reverse engine quickly	
11.	FUEL CONSUMPTION/HOUR	
12.	CREW	As per regulation

In case such mechanised boats are not readily available with the bidder, they may confirm to build suitable boats and supply the same within the scheduled mobilization period as per following specification :-

THE MECHANISED BOATS MUST FULFILL THE FOLLOWING CRITERION:

1. The length overall of the boats should be between 6.5 m to 7.0 m and beam between 2.2 m to 2.7 m.
2. The power of the engine should not be less than 90 BHP.
3. The speed of the boats should not be less than 5 knots. Should be able to reverse engines quickly and manoeuvre in restricted waters.
4. The contractor must keep the certificate of the boats valid and updated during the contractual period.
5. The boats must have 2 sets of bollards on either side of the centre line at Forward and Aft.
6. Free space of at least 2.5 sq. m should be provided at Fwd.
7. Strong post at the stem should be provided for pulling/towing.
8. No superstructure or covering should be provided on the boats.
9. Age of the proposed boats should not be more than 15 years old.

N.B : The information being provided in the Tender document do not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.

21.0 MANNING:

- 21.1 Each boat shall be manned by two personnel at all times. In addition, two more personnel to be provided in each boat for mooring/unmooring work.
- 21.2 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.
- 21.3 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.
- 21.4 A Liaison Officer should be deployed by the Contractor for interacting/communicating between KoPT, the vessel and other concerned officers at Kolkata. Such liaison officer shall have Mobile Phone in Kolkata with residential telephone facility. He should be a person having experience in the field of marine operation.

22 SCOPE OF WORK

- 22.1 The boats should have valid certification from the appropriate authority.
- 22.2 The contractor will have to supply two mechanised boats with experienced manning for handling mooring ropes of vessels to assist in berthing/unberthing of vessels at NSD.
- 22.3 The mechanised boats shall be generally used for mooring / unmooring of vessels and transportation of men inside Docks as and when required. Boats should be capable of taking ships hawsers to the bollard at the berth. The mechanised boats shall be required to be manned, maintained and made available for operation on a 24 hours basis and shall be required to report for operation at 10 minutes notice. However, KoPT reserves the right to use the mechanised boats anywhere, anytime, within its plying limits as per requirement.
- 22.4 The supplied Mechanised boats will also be used for other various lawful services and for all supporting activity relating to Shipping in KDS.
- 22.5 The boats should operate as an efficient mooring boat for transfer of ship's lines from ship to shore or shore to ship in very close quarters and restricted space within dock premises including CPP and/or bow/stern thruster ships. The vessel must have mooring bollard at forward and aft.

- 22.6 The Mechanised boats will be required to maintain communication by walkie talkie and mobile phone.
- 22.7 The Mechanised boats shall be under the operational command of Harbour Master (Port) or his authorised representatives.
- 22.8 All transportation costs towards men and material is the responsibility of the contractor and Contractors men are contractor's liabilities.
- 22.9 The contractor at their cost will print sufficient number of log book and log abstract as per KoPT's approved format and these are to be kept on board.
- 22.10 *Responsibility of operating the mechanised boats including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.*

23. KoPT's Responsibilities:-

KoPT will provide rest room to the crew attached to the boats, fresh water and berthing facility during their service period, free of cost.

In case KoPT is required to supply fuel oil (HSD), the contractor has to collect and store the same with their own means and maintain proper account for the same. In that case hourly running charges will not be payable by KoPT.

24. **Log Book** : The contractor has to maintain a daily log book for the mechanised boats. All particulars regarding movement of the mechanised boats, daily running hours, fuel oil consumed/bunkered etc. to be logged daily and to be signed by the In-Charge/Master of the mechanised boats 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. The daily log book to be retained on board/ office and same to be produced on demand.

- 25 GUARANTEED AVAILABILITY:** The contractor will have to stand guarantee for availability of two mechanised boats for 350 days in a year, in fully operational condition. A period of maximum 15 days in a year will be allowed for repair / maintenance in a staggered manner subject to approval of the Engineer of the contract.

In case the availability of any of the two boats falls below the said minimum guaranteed period, no charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 29 (Deduction and Penalty) will be applicable.

In the event of break-down of the mechanised boats, the contractor, however, will be at liberty to replace the same with a suitable mechanised boat having similar/better capabilities. Lay up period if not availed in a year cannot be carried forward to subsequent years of contract.

26. Operation Mode & Charges:

The mechanised boats shall be ready for operation for 24 hours.

27. On Stand-by Mode

The mechanised boats shall be deemed to be on standby if it 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 in-charge of boats to commence operation at ten minutes' notice.

28. Accrual of Charges

The contractual charges are inclusive of all the expenses connected to the operation of the mechanised boats including supply of manning, stores, fuel and lubricants, materials required for the same. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT in the following manner.

A. Daily Hire Charge:

These charges shall be paid for everyday the launch is on stand-by mode described in clause no. 27. However, during the lay off period of the launch either for repair or for any other reason attributable to the contractor, no charge will be payable.

B. Hourly Running Charges

The charge shall be payable only for the period the launch is actually in operation for port's requirement at the directive of the Engineer of the contract. The contractor will not claim this charge for trial of machineries. Also in the event KoPT supplies fuel, this rate will not be payable by KoPT.

29. Deduction and Penalties:

KoPT will not pay any of the scheduled rates for the days the operation of the mechanised boats is suspended for the reasons attributed to the contractor. Further a sum equivalent to 25% of the 'Daily Hire Charge' under Bill of Quantities will be imposed as penalty for each day or part thereof during the 'DEFICIT PERIOD'. However, Engineer of the contract may waive off the penalty if he is satisfied

that the reasons of the default were beyond the control of the Contractor.

GST as applicable would also be imposed on all deductions and penalties on the contractor.

30.0 Duration of the contract.

This contract is for five years as per the agreement. The contract will come into force from the date of commencement of operation of mechanised boats at KoPT.

31.0 Evaluation and comparison of bids

- 31.1 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 proposals (part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidder. 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.
- 31.2 The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid.
- 31.3 Kolkata Port Trust reserves the right to inspect and try out the mechanised boats to ascertain its capabilities prior to accepting the same and to refuse the mechanised boats if the same is found to be not fulfilling the requirements as laid down in the tender.

32 Bid Opening

32.1 Part-I : Technical and Commercial Aspects

One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.

32.2 Part-II (Price part of the offer)

Price Bid of only those Bidders, whose Technical and commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

33. Signing of the contract.

On issuance of work order to the successful bidder, the bidder shall arrange the mechanised boats and all other equipment at Kolkata within 30 days for the operation. The successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format immediately after issuance of work order.

34. Insurance : The mechanised boats must be insured with any reputed Indian Insurance company in the following manner:-

- a. The hull, machinery and 3rd party liability.
- b. Total loss of the mechanised boats.
- c. Insurance Coverage of Wreck removal in case the mechanised boats in wrecked. However, in absence of insurance coverage for wreck removal, the contractor will be required to submit an undertaking that they will remove the wreck at their own cost and risk in case the mechanised board is wrecked.

All persons deployed by the contractor on board the mechanised boats shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. KoPT shall not be responsible in any manner for any accident to the personnel engaged by the contractor during the operation of the mechanised boats or otherwise.

35.0 Payment:

The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 7th day of the next month along with certified log book extracts duly certified by the authorised officer of KoPT together with the original supporting documents duly signed with stamp by EIC/ Master of vessel along with original bills from the authorised oil supplier /dealer with the monthly bills. KOPT will endeavour to pay the contractor within 45 days from the date of submission of authentic and correct bill.

Should Kolkata Port Trust request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.

After receiving Work Order from KOPT, the successful bidder must submit their Bank Account No. with [E.C.S.](#) facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by KOPT through bank.

36. Termination of Contract

- 36.1 Without being liable for any compensation to the contractor, the Trustee may in their absolute discretion, terminate the contract after giving a minimum of one month's notice in writing due to occurrence of any of the following reasons and

decision of the Trustees" in this respect, as communicated by the Engineer, shall be final and conclusive.

- a) The contractor has abandoned the contract.
- b) In the opinion of the engineer, either the progress performance of work is not satisfactory or the work is not likely to be completed within the agreed period and terms and conditions on account of contractor's lapses.
- c) The contractor has failed to commence the work or has without any lawful excuse under this condition has kept the work suspended for at least fifteen days despite receiving the Engineers or his representative written notice to proceed with the work.
- d) The contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or repeatedly failing in tests and trials.
- e) Any bribe commission, gift or advantage is given promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Trustees" or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- f) The contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.
- g) KoPT, at its sole discretion may terminate the contract after serving one month's notice if the performance of the mechanised boats is not satisfactory for two consecutive months. The decision of KoPT about the performance of the mechanised boats will be final.

36.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor had he duly completed the whole of the work in accordance with the contract.

36.3 The Engineer's decision in all such cases shall be final, binding and conclusive.

36.4 The Trustees shall have the power to retain all money due to the contractor until the work is completed by other agency and the contractor's liabilities to the Trustees and known in all respect.

37. FORCE MAJEURE

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party it's obligations under this charter which the party can not reasonably prevent or control against.

38. Law of the Land

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the contractor at their own cost. KoPT shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by KoPT.

39.1 Compliance of relevant Acts, Ordinances etc.

The contractor should comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Employees State Insurance Act (if applicable), workmen compensation and the Contract Labour (Regulation & Abolition) Act, 1970, the payment of Bonus Act, 1965 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc. The contractor shall indemnify KoPT against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors.

The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

40. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

- 40.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- 40.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 40.3 If there is still no settlement as mentioned at Clauses - 40.1 & 40.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 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, 1996, including any amendment thereof.

- 40.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 40.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 40.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 40.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 40.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 40.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

40.10 PROVIDED ALWAYS AS FOLLOWS :-

a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.

c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

41. MECHANISED BOAT'S ENCUMBRANCES ON CONTRACTOR:

The contractor shall submit an undertaking that the Mechanised boats are free from all encumbrances and lien.

42. POLICE VERIFICATION CERTIFICATE

The successful contractor will be required to submit local Police Verification certificate for all its employees engaged in the operation in due course.

43. List of enclosed formats

Format of Price Bid

Form of Tender

Format of Agreement

Performance Bond/Bank Guarantee/Security Deposit.

Format of affidavit for ESI exemption.

Format of affidavit for Provident Fund exemption

BILL OF QUANTITIES
PREAMBLE TO BILL OF QUANTITIES

44.0 GENERAL :

- 44.1 The Bill of quantities must be read with the instructions to the bidder, General Conditions of Contract & Technical Specification and the bidder is deemed to have examined and to have thoroughly acquainted himself with the detailed scope of work and the way in which it is to be carried out.
- 44.2 The Bidder shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.
- 44.3 The rates quoted shall be in both figures and words and that in words shall prevail.

45.0 FORMAT OF PRICE BID

- I. "DAILY HIRE CHARGES" : (INR) (A) [Per day]
- II. "HOURLY RUNNING CHARGE" : (INR)..... (B) [per hour]

[Hourly Operational Charges shall include only the cost of fuel for running the boats based on the rate of HSD at Kolkata which is 70.56 per litre as on 23.07.2018)

III. Assumed running hours per day = 12 hours.

IV. TOTAL EVALUATED PRICE FOR ONE YEAR FOR TWO MECHANISED BOATS
 $= 2 \times \{(365 \times A) + (365 \times 12 \times B)\}$ (C)

= Rs..... (Rupees.....only)

V. TOTAL EVALUATED PRICE FOR FIVE YEARS = $[C \times 5]$ = (INR)

Note:-

1. Daily hire charge and Hourly running charge shall be quoted excluding GST, which would be paid extra at actual on submission of GST Invoice and proper uploading of the same in the GST in website.
2. GST will not be considered for the purpose of evaluation.

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

This agreement made on theday of2018 between the Board of Trustees of the Port of Kolkata, a Body Corporate constituted by the Major Port Trust Act 1963 (No.38 of 1963), having its Head Office at 15, Strand Road, Kolkata – 700001, herein after called “Trustees” (which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/shaving its registered office athereafter called the “Contractor” (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees or successors in office) on the other part.

WHEREAS THE Trustees are desirous of hiring two Mechanised boats including the works specified in the Bid Document should be carried out by the above Mechanised boats in satisfactory manner and have accepted a tender by the contractor for the said work.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-
 - i) The Tender/offer and the acceptance of the Tender/offer including the terms and conditions finalised as per terms and conditions finalised and accepted by both parties prior to opening of price bid submitted by the contractor.
 - ii) The Trustees General Conditions of Contract, unless superseded by documents identified in 2(i) above.
 - iii) The price bid as submitted by the contractor and as accepted by the Trustees.
 - iv) The work orderdated.....
 - v) All correspondence and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payment to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenants with the Trustees to execute the work of supplying one mechanised boats with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of five years from the date of commencement of operation of Mechanised Boats at KoPT in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory Execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

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

The common seal of the Trustees for the
 Port of Kolkata was hereunto affixed in the
 Presence of Authorised Signature of

DIRECTOR MARINE DEPARTMENT

Authorised Signature of the Contractor

Common Seal of the Contractor.

Witness

1.

2.

Annexure – II

**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 Nationalised Bank of India on Non-Judicial Stamp Paper worth Rs.50/-) or as decided by the Engineer/Legal Adviser of the Trustees)

To

The Board of Trustees for the Port of 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 Act, 1963 (Act 38 of 1963), having agreed to exempt.....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.....dt.....(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 Bank..... Branch, 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.....), weBank..... Branch, further agree that if a written demand is made by the Trustees through any of its official for honouring the Bank Guarantee constituted by these presents, we, Bank.....Branch, 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, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that, we,Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2.We,Bank.....Branch, further agree that mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for usBank.....Branch, 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.....Bank.....Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the 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 satisfy that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive off.....days of..... and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of these 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,Bank.....Branch, further agree that , without our consent and without affecting in any manner our obligation hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contractor 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 the terms and conditions relating to the said contract and we,.....Bank.....Branch, 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 or so relieving usBank.....Branch.
5. We,.....Bank.....Branch lastly undertake not to revoke this Bank Guarantee during it's currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(only constituted attorney for and on behalf of)

BANK.....

BRANCH.....(OFFICIAL SEAL OF THE BANK)

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

(On the Rupees Ten Non judicial stamp paper)

BEFORE THE 1ST CLASS MAJISTRATE AT
AFFIDAVIT

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

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

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

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

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

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

Identified by me.

DEPONENT

**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION ON THE RUPEES TEN
NON-JUDICIAL STAMP PAPER**

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT.....

AFFIDAVIT

I..... son ofaged about.....
years, by faith.....by occupation.....residing at.....
.....do hereby solemnly affirm and declare as follows:

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

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration. In support of this statement copy of **exemption certificate** issued by provident fund authority is attached herewith.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no..... of the Tender vide Tender No.
.....issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Identified by:.....

Deponent

INDEMNITY BOND

(On Rs. 50/- (Rupees Fifty) Non Judicial stamp paper)

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

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

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

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

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

Sureties:

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature :

Address :

CHECK-LIST

Techno-Commercial Bid (Part-I) will contain the following self attested & stamped documents which are to be uploaded:-

1. Work order, Agreement/Performance Certificate of similar completed previous works during the last 7 years up to June 2018, mentioning total value of work and period of completed works, from clients for fulfilling the PQ criteria.
2. Company's Audited Balance Sheet and Profit & Loss A/c along with schedules and audit report, for last 3 years (2015-16, 2016-17 & 2017-18).
3. Brief particulars of the Firm.
4. Valid Trade License.
5. GST Registration Certificate.
6. Valid Professional Tax Clearance Certificate/upto date tax payment challan.
7. Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.
8. Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate.

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format enclosed in **Annexure III**. In addition, the tenderers not having ESI registration must also indemnify KoPT against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure V**).

9. Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-IV**).

10. Original Bank Draft/Banker's Cheque/Pay Order payable to "Kolkata Port Trust" for Earnest Money Deposit of Rs 8,32,000 /-physically in the office of the Harbour Master (Port) (Address to Director, Marine Department), Subhas Bhawan 40 CGR Road, Kolkata-700043, within three days from the closing of online submission of tender. A photocopy of the same also to be uploaded in their offer through MSTC.

11. A separate letter addressing to Director, Marine Department confirming that the tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.
12. Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).
13. An undertaking that the mechanised boats are free from all encumbrances and lien except from any financial institution.
14. The technical details of the offered mechanised boats as per enclosed format as per Cl.20 including copy of
 - (i) Certificate of registry,
 - (ii) All statutory certificate.

Or

A confirmation to build suitable mechanised boats and supply the same within the scheduled mobilization period

15. Copy of Treasury Receipt of Rs. 2950 /- **(non-refundable)** including GST issued by KoPT or original Bank Draft/Banker's Cheque/Pay order in favour of "Kolkata Port Trust" as cost of Tender Document physically within three days from the closing of online submission of tender. A photocopy of the same also to be uploaded in their offer through MSTC.
16. Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage act.
17. Self declaration from the bidding firm that has not been debarred/ de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India.
18. Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-
 - i) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued;
 - ii) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

19. UNDERTAKING:

The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

"The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda."

With this there will be no necessity to upload signed bid document and GCC.