



## **BID DOCUMENT**

### **Kolkata Dock System E-Tender Notice**

**TENDER FOR HIRING A MECHANISED BOAT AT KDS FOR  
MOORING/UNMOORING OF VESSELS**

### **ISSUED BY**

**HARBOUR MASTER PORT  
KOLKATA PORT TRUST  
SUBHASH BHAWAN  
40, C.G.R. Road,  
KOLKATA – 700 043**

**TENDER No. MRN/HMP/199/471**

**Dated : 29.10.2018**

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**Kolkata Port Trust**

**Marine Department**

**1.0 NOTICE INVITING TENDER**

**TENDER NO. :** MRN/HMP/199/471

Date: 29/10/2018

Tender under single stage single cover system (Techno-Commercial Bid and Price Bid) are invited from reputed, bonafide and resourceful Fleet Owners/Fleet Managers/Operators who meet the requisite experience as per Pre-qualification Criteria stipulated in the Tender Document for supplying a Mechanised Boat on hire as per required specification given in the Tender, for carrying out activities of mooring /unmooring of vessels by KoPT mooring crew at Baj Baj/Kolkata round the clock basis in all weather conditions **for a period of three years** w.e.f. 01/01/2019 as per the Bill of Quantities. The Bid Document may be seen from the Central Public Procurement Portal (CPP Portal). Corrigenda or clarifications, 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.	<b>TENDER NO. :</b> MRN/HMP/199/471, Dated 29/10/2018
b)	MODE OF TENDER	e-Procurement System <b>(Online single/two/etc.</b> part Techno-Commercial Bid and Price Bid through CPP Portal <b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b> ) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
c)	i) Estimated Cost Of Work	<b>Rs. 72</b> Lakh for a period of 3 years.
	ii) Earnest Money Deposit @2%	The intending firms would require to submit an EMD of Rs. <b>1,44,000</b> (Rs. One Lakh Forty four thousand only) through DD/Banker Cheque in favour of Kolkata Port Trust, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded
	iii) Tender Document fee	The intending bidders also should submit the tender fee of Rs.1,770/- ( <b>Rs.1500/- + 18% GST</b> ) (Rupees One thousand seven hundred seventy only) including

		GST to <b>Kolkata Port Trust</b> , 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.
d.	Date of NIT available to parties to download	From 30/10/2018 (after <b>12:00 hrs.</b> )
e.	Pre – Bid Meeting date & Time	09/11/2018 (at 1400 hrs) (Offline) at Harbour Master (Port)’s Office, Kolkata Port Trust, Subhas Bhavaan, 40, Circular Garden Reach Road,Kolkata 700043.
f.	Last date of submission of EMD & Tender Document fee through NEFT in favour of Kolkata Port Trust	17/11/2018 (up to 1700 hrs.)
g.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at CPP Portal	30/10/2018 ( <b>After 1400 hours onwards</b> )
h.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	21/11/2018 ( <b>Up to 1200 hrs</b> )
j.	Date & time of opening of Techno-Commercial Bid and Price Bid.	22/11/2018 ( <b>At 1400 hrs.</b> )

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

(ii) The Tenderer will be required to place their Mechanised Boat for inspection either at Baj Baj / Kolkata at the scheduled time and date given in the tender if required.

Biswajit Pakrashi,  
Harbour Master (Port)  
Tender Inviting Authority.

### 3.0 Important Instructions for e-Tender

3.1) 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 person (KoPT):

- i) Dealing officer's name : B. Pakrashi,  
Designation : Harbour Master (Port),  
Phone No. : 9836298636  
[hmp@kolkataporttrust.gov.in](mailto:hmp@kolkataporttrust.gov.in)
  
- ii) D. Sengupta  
Asst. Mooring Master  
Mob No. 9874437766  
[d.sengupta@kolkataporttrust.gov.in](mailto:d.sengupta@kolkataporttrust.gov.in)

#### Contact persons (CPP Portal):

Shri Nazmush – Mob: 9563251950  
email: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com)  
See CPP Portal for contact details.

- 3.2 Single stage single cover system comprising of two parts i.e. (i) Techno-Commercial Bid and (ii) Price Bid.
- 3.3 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 3.4 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 KoPT will not be responsible for any such lapses on this account.
- 3.5 All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their corporate email ID provided is valid and updated.

3.6 (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 bidder(s) who have downloaded the documents from website. <https://eprocure.gov.in/eprocure/app>.

3.7 E-tender cannot be accessed after the due date and time mentioned in NIT.

3.8 **Bidding in e-tender:**

- i) Bidder(s) need to submit necessary EMD and tender fees (Cost of Tender Document) to be eligible to bid online in the e-tender. Tender fees is non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.
- ii) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- iii) The bidder(s) who have submitted the above fees can only submit their Techno-Commercial Bids and Price Bid through internet in website <https://eprocure.gov.in/eprocure/app>.
- iv) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- v) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.
- vi) 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 bidder shall be called hereafter SUPPLIER / CONTRACTOR.
- vii) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- viii) KoPT 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.

- ix) 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 and conditions for the tender.
  - x) 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.
- 3.9 Any order resulting from this open e-tender shall be governed by the terms and conditions for the tender.
- 3.10 After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- 3.11 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://eprocure.gov.in/eprocure/app> of CPP Portal.
- 3.12 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.
- 3.13 The bid will be evaluated based on the filled-in technical & commercial formats.
- 3.14 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.
- 3.15 Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of CPP.
- 3.16 Due date of submission of Tender will not be extended under any situation.

#### **4.0 General Conditions Of The Contract**

4.1 General Conditions of Contract (GCC), which is available in the KoPT website for download, will form an integral part of the tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of the Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract. Only those Clauses, Forms or Formats of the aforesaid GCC, which are not covered anywhere in this Tender Document, shall be applicable.

#### 4.2 **Format and Signing of the offer document:**

- a) The offer / bid has to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.
- b) The documents should contain no interlineations, erasers or overwriting except as necessary to correct the errors made by the tenderer in which case such corrections should be initiated by the person(s) signing the documents.
- c) Bids must be submitted for executing all works involved, as mentioned under aforesaid “ Scope of Work” ; and any offer received for doing a portion of the work with responsibility for carrying out the remaining works by the Trustees’ other contractors, will be liable for outright rejection.

#### 5.0 **Special Conditions of the Contract**

##### 5.1 **Earnest Money Deposit (EMD):**

- a) An amount of Rs.1,44,000/- (Rupees One Lakh Forty four thousand only) shall be submitted as Earnest Money Deposit by Demand Draft / Banker’s Cheque / Pay Order, payable to “Kolkata Port Trust”.
- b) Earnest money will be accepted only by Demand Draft / Banker’s Cheque / Pay Order. Earnest Money of all bidders will be kept in safe custody. Only Earnest Money of L-1 bidder will be en-cashed and Earnest Money instruments of other bidders will be returned after opening of price bids without any interest.
- c) Earnest Money Deposit of un-successful bidder will be returned without any interest after submission of Security Deposit. Earnest Money shall be forfeited, if any Bidder withdraws his / her offer within the validity period of the tender and/or alters / amends any terms and/or conditions and/or quoted rate(s), within the validity period of the offer, making it unacceptable to the KoPT. For the purpose of this provision, the validity period shall include any / all extension thereof agreed to by the bidder in writing Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money Deposit.
- d) **For Micro & Small Enterprise (MSEs) registered with NSIC:-**

- i). Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) **or MSME** are exempted from depositing Cost of Tender Document and Earnest Money.
- ii). If Micro & Small Enterprises (MSEs) registered with NSIC **or MSME** 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 **for MSEs** must be submitted along with the bid.

## 5.2 **Pre-Qualification criteria:**

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

- a) The resourceful Fleet owners/Fleet Managers/Operators/ firms must have experience in supplying successfully one Mechanised/motorboat with experienced manning. Performance Certificate and work order/agreement obtained from the previous clients to be produced to establish the credibility. The Mechanised Boat shall be of required specifications as given in the Tender and should have Registration Certificate under I. V. Act and Valid Survey Certificate for plying all 24 hours, capable of assisting in mooring/unmooring and allied shipping work. The Mechanised Boat should be capable of passing under the gangways of the jetties to fulfill the requirement of mooring/unmooring of the vessels at Baj-Baj/ Kolkata docks.
- b) The firm must have experience of having successfully completed similar works during the last 7 years up to 31<sup>st</sup> March, 2018, in the following manner:-
  - (i) 3 (three) similar completed works each costing not less than 40% of the tender value i.e **Rs.28,80,000/-**.
  - Or**
  - (ii) 2 (two) similar completed works each costing not less than 50% of the tender value i.e **Rs.36,00,000/-**.
  - Or**
  - (iii) 1 (one) similar completed work costing not less than 80% of

the tender value i.e **Rs.57,60,000/-**.

- c) The average annual financial turnover of the firm should not be less than 30% of the tender value during the last 3 years ending March 2018. The certified copy of balance-sheet as well as profit & loss account are required to be submitted.
- d) 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 and loss account for last 3 Years (i.e. 2015-16, 2016-17 & 2017-18), Current P.F. statement, Trade licence, E.S.I. Registration or documents specified here in. The firm should also submit documents/statements in support of compliance of Minimum Wages Act.

**Note:** The Bidder shall be bound to produce the original of all the documents for which photocopies have been submitted, if /as demanded by KDS, KoPT, at any point of time.

**“Similar work” means** supplying of Mechanised Launch / Boat on hire with operational people on board as required.

### 5.3 **VALIDITY OF OFFER:**

The tender including Price Bid shall remain valid for acceptance for a period of 180 days from the actual date of opening of price bid of the tender.

### 5.4 **The scope of work will be as follows :**

**General:** Supply of Mechanised Boat on hire as per **required specifications**, for carrying out the activities of mooring/unmooring of vessels by KoPT mooring crews round the clock in all weather conditions at Baj Baj/Kolkata and also transportation of personnel. Patrolling the jetties as and when required , is to be carried out by the Mechanised Boat, throughout the year as instructed by the Port. The Mechanised Boat should be capable of passing under the lines and gangways of the jetties to fulfill the requirement of mooring/unmooring of the vessels.

5.4.1 The Mechanised boat shall be generally used for mooring / unmooring of vessels at Baj-Baj/Kolkata by KoPT Mooring crew, transportation of men and material at Baj-Baj and in river and any other work that she is capable of and as assigned by the port for all supporting activities relating to shipping. However, KoPT reserves the right to use the boat anywhere, anytime, within the plying limits of the port as per requirement.

5.4.2 The contractor will have to supply one Mechanised boat with

experienced manning for handling mooring ropes of vessels for berthing/unberthing. Should be available round- the- clock and operate in all weather conditions reasonably to be expected within the jurisdiction of its operation.

- 5.4.3 The boat will be required to maintain communication by walkie talkie or mobile phone
- 5.4.4 The Mechanised boat shall be under the operational command of Harbour Master (Port) Marine Department or his authorised representative-Mooring Master / Astt. Mooring Master.
- 5.4.5 The Mechanised boat shall be made ready by the master for operations within fifteen minutes of receiving appropriate order from the authorised Officer.
- 5.4.6 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.
- 5.4.7 Responsibility of operating the boat including manning, supply of 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.
- 5.4.8 Contractor's employees are liabilities of the contractors.

## **6.0 Other Instructions**

- 6.1 Online application should be uploaded within the specified date and time of submission after which no application will be accepted. Kolkata Port Trust will not be responsible in any way for any delay.
- 6.2 Mere issuance of tender documents will not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualification will be reviewed at the time of evaluation of bids.
- 6.3 In case there is an unscheduled Holiday / Bandh / Strike on prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 6.4 The tender paper can be downloaded from KoPT website – [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and Central Public Procurement Portal – <http://eprocure.gov.in> . Parties downloading the tender paper from website should ensure submission of the receipt from Treasurer, KoPT or original Bank Draft / Banker's Cheque payable to "Kolkata Port Trust" for an amount of **Rs.1770/-** being the cost of tender document, failing which the tender will not be considered.
- 6.5 While evaluating tenders, regard would be paid to National Defence and Security consideration.

- 6.6 Further amendments, if any, would also appear in the same websites.
- 6.7 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.
- 6.8 Kolkata Port Trust reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.9 The contractor will be issued permits, free of cost for the men, materials, equipment and boat for the purpose of execution of the work awarded to him.
- 6.10 **Language Of Bid:** The Bid and any notations or accompanying documentation must be in English Language only and dimensions / measurements, if any, shall have to be indicated in Metric
- 6.11 **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 DOCUMENTS, GCC AND ADDENDA IF ANY, DOWNLOADED FROM THE INSTANT E-TENDER AND NO OTHER SOURCE, AND WILL **COMPLY** TO THE SAID DOCUMENTS, GCC AND ADDENDA”

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

## **7. Mode of Submission of Bid**

The tenders are to be submitted under one cover comprising with two following parts:-

**Part-I** should constitute the Technical Bid and terms and conditions of offer and **Part-II** should constitute only the Price Bid without any deviation and condition.

### **7.1 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) Current Trade License, PAN , GST Registration Certificate, **EPF** and audited balance-sheet for last 3 years i.e. 2015-16, 2016-17, 2017-18. Authentic documents related to registration under ESI authority, documents related to compliance of Minimum Wages act.
- e) The bidder should furnish the details of ESI Registration. In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents 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 In addition to that the bidder must indemnify KoPT against all damages and accident occurring to their labour in a non-judicial stamp paper worth Rs. 50/- as per enclosed format. **Without EPF Registration, tender will be rejected.**
- f) Original Bank Draft/Banker's Cheque/ Pay Order payable to "Kolkata Port Trust" for Earnest Money deposit of **Rs. 1,44,000/-** and Cost of tender document of Rs.1,770/- in a separate cover super scribed as "Earnest Money Deposit & Cost of Tender Document".
- g) Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents. **Copy of valid NSIC Registration Certificate for MSEs or MSME must be submitted.**
- h) The particulars of the boats that the bidder intend to utilize for this purpose along with the relevant certificate from the appropriate authority.
- i) A separate letter addressing to Harbour Master (Port), confirming that the bidder has accepted all terms and conditions laid down in the Bid document should be enclosed.
- j) A declaration that the Mechanised Boat is free from all encumbrances and lien.
- k) The Bidder must indemnify KoPT against all damages and accidents in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure- F**). KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused to the mechanised boat or loss of lives or injury to contractor's workmen engaged for the purpose of transporting Pilots while actually performing duties or otherwise. It is contractor's responsibility to have its boat and persons on board adequately indemnified by an insurance company of repute.
- l) A declaration that the bidder has not been debarred/blacklisted by any Govt. /Semi Govt. /PSU Organisation.

- m) Details of supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- n) Photo copy of PAN Card and details of ECS like (i) Name of the Bank (ii) address (iii) Account No., IFS Code, RTGS No. etc. to be submitted.
- o) Letter of authority, if any.
- p) Filled up “Form of Tender” as per enclosed proforma (Annexure –‘B’).
- q) Any additional information /deviation furnished by the Bidder.
- r) A Technical description of the Mechanised boat to be submitted as per the format given 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.

Sl.No.	PARTICULARS	ITEM
1.	OWNER	
2.	YEAR OF BUILT	
3.	OFFICIAL NO.	
4.	REGISTERING AUTHORITY	
5.	LENGTH(between 10.5 to 12.5 mts)	
6.	BEAM(Between 2.4 to 3.4 mts)	
7.	HEIGHT(Not more that 1.5 mts from water	
8.	DRAFT(Not more than 1.25 mts)	
9.	MAIN ENGINE(No. Make, BHP each)	
10.	SPEED (in Knots)	
11.	CREW (including Master)	(Please give details separately & annex.

7.2 **Contents of Part-II (Price Bid) :** The price, in Indian Rupees, shall be submitted as per enclosed format (**Annexure – A**), If any conditions are indicated in the price bid, or if any deviations whatsoever from the accepted format are found, and then the Tender will be rejected. The Bidder shall be required to quote his rates both in word and in figure at the blank spaces against as applicable. If there is any discrepancy between figure and word the price quoted in words would be considered.

Price to be quoted in INR and should be all inclusive excepting for GST as applicable, which would be payable extra at actual separately on production of documentary evidence.

Price Bid must be submitted along with technical bid as per ‘Bill of Quantity’ of the tender document with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER. Price quoted by the tenderer shall remain fixed and no escalation would be allowed. However, escalation may be accepted only against statutory increase or change in govt. taxes, duties, cess, etc.

**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.

### 7.3 **Mobilisation Time**

On placement of work order, the mechanised boat is to be made available at Buj-Buj / Kolkata and commence operation within 7 days.

**N.B:** 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 may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.

## 8. **Instruction to Bidders**

- 8.1 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 (the GCC may be downloaded from the KoPT website - [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in), Home page-Rules & Regulations-Non Service Regulations).
- 8.2 Tenders not accompanied with EMD in Original Bank Draft / Bankers Cheque / Pay order are liable for rejection.
- 8.3 Kolkata Port Trust will not be responsible for any cost or expenses incurred by the bidder in connection with the preparation and submission of his / her bid or for any other expenses in connection with such bidding.
- 8.4 The work is to be done as described in Bid-document. The bidder who needs clarification on any specific issue shall inform the Engineer of the contract in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- 8.5 If the bidders find any discrepancy or omission in the Bid-documents or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer of the contract, who may send the written explanation to the queries. No oral interpretations shall be made by any bidder as to the meaning, if any, of the provision of the Bid-documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer of the contract at the following address:-

Harbour Master (Port), Kolkata Port Trust.  
“Subhas Bhavan”, 40, C.G.R. Road, Kolkata – 700 043.  
Phone No. 033-2439-1730, email – [hmp@kolkataporttrust.gov.in](mailto:hmp@kolkataporttrust.gov.in)

- 8.6 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.
- 8.7 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 bidders. Kolkata Port Trust may reject, accept or defer any bid without assigning any reason whatsoever.
- 8.8 **Signing of the Contract:** On placement of work order to the successful bidder, the bidder shall arrange for mobilisation of his men and the mechanized boat on immediate basis. 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 (Annexure D) within seven days on placement of work order.
- 8.9 The General Conditions of Contract of KoPT shall be applicable wherever relevant.
- 8.10 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust
- 8.11 The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- 8.12 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.
- 8.13 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 to 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. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 8.14 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 inter lineation.
- 8.15 Bidders should indicate at the time of quoting against this bid their full postal and Telegraphic/Telex/E-mail address.
- 8.16 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 any discrepancy between the amount stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.

- 8.17 Price Bids, containing any sort of qualifying expressions will be rejected.
- 8.18 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of 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.
- 8.19 The rate quoted by the bidders shall be inclusive of all Taxes and duties. **Excluding GST which will be paid extra as applicable.**
- 8.20 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 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 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 is** justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.
- 8.21 Director, Marine Department 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 Director, Marine Department taken unilaterally will be final and binding on the bidder.

## 9.0 **Evaluation of Tender:-**

Tenders will be evaluated as below. GST would not be taken into account during evaluation.

### **Mechanised Boat**

#### **A. DAILY HIRE CHARGES**

**Rs.....**

[This charge shall also include the cost of maintenance, including supply of spares, lubricants etc.]

#### **B. HOURLY RUNNING CHARGES**

**Rs.....**

(This charge shall include only the cost of fuel required for running the engine)

#### **TOTAL EVALUATED PRICE**

**3[ (A x 365) + (B x 6 x 365)]                      Rupees.....(Total)**

## 10.0 Duties and Taxes :

### 10.1 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/2<sup>nd</sup> 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.

10.2 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.

### 10.3 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.72.07/-** per litre as on **28.08.2018** at Kolkata.

***N.B : 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 may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.***

## 11. Security Deposit:

11.1 The successful tenderer will submit Security Deposit for a sum equivalent to 10% of the TOTAL EVALUATED PRICE of the tender as accepted by KoPT in Demand Draft in favour of " KOLKATA PORT TRUST" and payable in Kolkata or in the form of Bank Guarantee as per the enclosed format (Annexure- C) in favour of 'Kolkata Port Trust' from a National / Scheduled Indian Bank with office at Kolkata, through Harbour Master (Port). The Security Deposit will be kept with KoPT till the completion of the contractual period of three years and will be refunded as soon as possible after satisfactory completion of contractual period.

11.2 The Harbour Master (Port) shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.

- 11.3 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 7(seven) working days. Work order will be issued after receipt of Security Deposit.
12. **Guarantee:** The contractor has to guarantee that he should supply the Mechanised Boat round the clock in all weather condition throughout the year for mooring/unmooring work. If the Mechanised Boat is to be released for survey or becomes out of order by any reason during the hired period, the contractor must replace the Mechanised Boat of same specifications in consultation / approval of Mooring Master with adequate notice. In Case the substitute Mechanised Boat not supplied in time, the Harbour Master (Port) shall have the right to hire similar vessel to complete the mooring / un-mooring job at the risk and cost of the contractor and debit the expenses to the contractor's account.
13. **The Boat Must Fulfill the Following Criterion:-**
- 13.1 The Mechanised boat must have valid statutory certificate.
- 13.2 The LOA of the Mechanised Boat should not be more than 12.5 m.
- 13.3 The power of the engine should not be less than 60 BHP.
- 13.4 The speed of the boat should be less than 8 knots.
- 13.5 The engine should be capable of going astern.
- 13.6 The hull should be of steel/wood(if wooden ,must have metal sheeting )
- 13.7 The boat should be fitted with navigation/ search light and horn. There should be life saving appliances as per rules of IWT.
- 13.8 The contractor must keep the survey certificate of the Mechanised boat valid and updated during the contractual period.
- 13.9 The boat must have mooring facility at Fwd. and Aft of the vessel.
- 13.10 The boat must have sitting arrangements for KoPT mooring crew.
14. **Manning:**
- 14.1 Manning of the Mechnised boat has to be provided as per I.V. Act.
- 14.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.
- 14.3 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.

14.4 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.

14.5 The launch should have a dedicated contact number on the boat and in addition to that a responsible person with a contact number on ashore should be indicated.

**15. Log Book :**

The contractor has to maintain a daily log book for the motorboat. All particulars regarding movement of the motorboat, daily running hours, to be logged daily and to be signed by the In-Charge/Master of the boat 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.

**16. Insurance:**

16.1 The wooden boat and Third party liability.

16.2 All persons deployed by the contractor shall be insured by the contractor at his / her cost. KoPT shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the entire operation or otherwise.

**17. Interpretation of Terms**

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

17.2 "THE TRUSTEES" - The expression "THE TRUSTEES" means the Board of Trustees of the Port of Kolkata.

17.3 "THE HARBOUR MASTER (PORT)" - The expression "The Harbour Master (Port)" means the office holding that post under the Trustees and includes his successors in office.

17.4 "THE ENGINEER" - The expression "The Engineer" means the Harbour Master (Port), for the purpose of this contract only.

17.5 "THE ENGINEER'S REPRESENTATIVE": The expression "The Representative" means any officer or person from time to time deputed by the Trustees or Harbour Master (Port) to act on their behalf for the purpose of this contract.

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

18. **Payment:**

18.1 Payment for Daily Hire /Hourly running Charges will be made once in a month by KoPT.

18.2 Payment shall be made to the contractor within 45 days on submission of clear bills accompanied by the mechanised boat's 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.

19. **Accrual of Charges :**

The contractual charges are inclusive of all the expenses connected to the operation of the boat 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.

19.1 **Daily Hire Charge:** These charges shall be paid for everyday availability of the mechanised boat.

19.2 **Hourly Running Charges:** to cover the expenses on account of fuel only per hour. This charge will be paid for the actual operation of the engine.

20. **Deduction and Penalties:**

KoPT will not pay any of the scheduled rates for the days the operation of the boat is suspended for the reasons attributed to the contractor. Further a sum equivalent to the 'Daily Hire Charge' under Bill of Quantities will be imposed as penalty for each day or part thereof during the 'NON AVAILABLE 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. Proportionate deductions will also be made from the contractor's monthly bill in the event of non availability/absence of boat crew and or other concerned personnel, thus hampering the trustees work.

21. **Termination of contract:**

KoPT, at his sole discretion may terminate the contract after serving proper notice, if the performance of the contractor during the operation is not found satisfactory. The decision of KoPT about the performance will be final.

22. **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 cannot reasonably prevent or control against.

**23. Mechanised Boat's Encumbrances on Contractor:**

23.1 The contractor shall submit an undertaking that the boat is free from all encumbrances and lien.

23.2 Age of the Motor Boat should not exceed 17 year as on 01.01.2019.

23.3 Successful contractor must submit local Police Verification Certificate for those persons who will be deployed on board the motor boat for carrying out duties.

**24. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION**

24.1. In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions 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 work 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 and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

24.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

24.3. If , however , the contractor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act , 1940 or any statutory modification thereof.

24.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.

24.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

24.3.3 The time limit within which the Arbitrator shall submit his award shall

normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

- 24.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 24.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 24.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 24.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 24.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 24.5. Provided always as follows:
- (a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the case of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs. 40,00,000/-.
  - (b) 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.
  - (c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.

- (d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 8.5 (b) and 8.5 (c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.
  - (e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.
25. The successful tenderer shall have to abide by all labour Act, Factories Safety. Act, Workmen's Compensation Act, Safety Regulation and allied Rules and Regulations pertaining to their labour. No conveyance or compensation to the tenderer's labour sustaining injuries in connection with the work shall be given by the Trustees.
26. The successful tenderer have to arrange unarmed Security Forces for Security & security of their men and materials at their own cost against any sort of Pilferage / theft for which KoPT will not be liable.

**Harbour Master (Port)**

1. ANNEXURE A : FORMAT OF PRICE BID (BILL OF QUANTITY )
2. ANNEXURE B : FORM OF TENDER
3. ANNEXURE C : PROFORMA OF BANK GUARANTEE (PERFORMANCE BOND)
4. ANNEXURE –D : FORMAT OF AGREEMENT
5. ANNEXURE –E : FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
6. ANNEXURE- F : INDEMNITY BOND

**FORMAT OF PRICE BID**

**TENDER NO.MRN/HMP/ 199/471 dated 29.10.2018**

**BILL OF QUANTITY**

**MECHANISED WOODEN BOAT**

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 Rs.72.07/- per litre as on 28.08.2018)

III. Assumed running hours per day = 6 hours.IV. TOTAL EVALUATED PRICE FOR ONE YEAR FOR ONE MECHANIZED BOATS

= {(365 x A) + (365 x 6 x B)} ..... (C)

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

V. TOTAL EVALUATED PRICE FOR THREE YEARS = [C x 3] = ..... (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.

\_\_\_\_\_

Signature of Bidder

(With Official Seal)

Date \_\_\_\_\_

Name \_\_\_\_\_

Address\_\_\_\_\_

**FORM OF TENDER**  
**(To be submitted with Technical BidPart – I)**

TENDER No. MRN/HMP/199/471 dated 29.10.2018

To

Harbour Master (Port),  
Kolkata Port Trust,  
40, Circular Garden Reach Road,  
Kolkata 700043

Dear Sir,

I/We M/s. ----- having

examined the site of work, read and fully understood the specifications, General & Special Conditions of tender and hereby undertake to execute and complete all the works required to be performed in accordance with specifications, Bill of Quantities, General & Special Conditions of Contract prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities during the pendency of the contract from the date of order to commence the work and in the event of our tender being accepted. I/We also undertake to enter into a Contract if required, to give effect to the acceptance of the tender.

I/We have enclosed herewith/deposited with the Trustees' Financial Advisor & Chief Accounts Officer :

- (a) Earnest Money of Rs.\_\_\_\_/- vide -----dated -----  
(b) Rs.\_\_\_\_ vide Receipt No ----- dated ----- being the cost of the tender document.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than 90 days.

Should 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.

I/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 the decision.

Yours faithfully,

Dated -----

WITNESS:

Signature  
Name: (In Block letters).

Address:  
Occupation:

**Note:** all blank spaces to be filled in by the Bidder and be submitted along with tender.

(Signature of Bidder with Seal)  
Name of the Bidder  
(In Block Letter):  
Address:

**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 Contactor 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.....), we.....Bank..... Branch, further agree that if a written demand is made by the Trustees through any of its official for honoring 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 us .....Bank.....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 up to 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 up to.....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 us ..... Bank.....Branch.

5. We.....Bank.....Branch lastly undertake not to revoke this Bank Guarantee during its 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)

(To be on non-judicial stamp of Rs. 50/-)

## FORM OF AGREEMENT

TENDER FOR HIRING OF ONE MECHANIZED WOODEN BOAT FOR CARRYING OUT ACTIVITIES OF MOORING /UNMOORING OF VESSELS BY KOPT MOORING CREW AT BAJ BAJ/KOLKATA FOR A PERIOD OF THREE YEARS FROM JANUARY 2019

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This agreement made on the .....day of .....2018 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/s .....having its registered office at .....hereafter 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 one mechanised boat including the works specified in the Bid Document should be carried out by the above boat 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:-
  - a) The said Tender / offer and the acceptance of tender / offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
  - b) The General Conditions of Contract, Forms & Agreement of KoPT.
  - c) Special Conditions of Contract (if any).
  - d) The Conditions of Tender.
  - e) The Price Bid as submitted by the contractor and as accepted by the Trustees.
  - f) The Specification.
  - g) The Bill of Quantities.
  - h) The work order ..... dated .....
  - i) All correspondence, by which the contract 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 motorboat 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 three years from the date of commencement of operation of Motor Boat 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.
5. In witness whereof, the parties have caused their respective common seal to be hereunto affixed the day and year first above written.

Contractor

Harbour Master (Port)

Witness

1-----

2-----



On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

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

- 1. WHEREAS, the said Kolkata Port Trust had asked the every bidder, 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 / Bidder / Contractor.
2. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Bidder / Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Bidder / 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
3. AND the Contractor hereunder agrees 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 WITNESS WHEREOF I, -----the Partner / Proprietor / Director -----
-----hereto set and seal this the .....day of ..... in the year -----
-----at -----

Sureties:

Signature of the Indemnifier

- a) Name :
Signature :
Address :

- b) Name :
Signature :
Address:

Witnesses

- Name :
Signature :
Address :

The Harbour Master (Port)  
Kolkata Port Trust  
“Subhas Bhaban”  
40, C.G.R. Road,

Dear Sir,

Sub- Unqualified acceptance of the Terms and Conditions enumerated in the Tender No.MRN/HMP/199/471 dated 29.10.2018 regarding hiring of a wooden mechanized boat for carrying out activities of mooring /unmooring of vessels by KoPT Mooring crew at Baj Baj/Kolkata for a period of three years.

I/We hereby accept all terms and conditions as enumerated in the Tender documents bearing No. MRN/HMP/199/471 dated 29.10.2018 regarding hiring of a wooden mechanized boat for carrying out activities of mooring /unmooring of vessels by KoPT Mooring crew at Baj Baj/Kolkata for a period of three years.

Yours faithfully,

\_\_\_\_\_  
Signature of Bidder  
(With official seal)

Dated \_\_\_\_\_

\_\_\_\_\_

Name

Address \_\_\_\_\_