



BID DOCUMENT

TENDER

FOR

HIRING OF ONE 30 TONNES OR MORE BOLLARD PULL TUG FOR HALDIA DOCK COMPLEX, KOLKATA PORT TRUST FOR A PERIOD OF 05 YEARS

Tender No. MMO/401/BIR /CONT/1316

E-Tender No : KoPT/Haldia Dock Complex/MO Div/5/18-19/ET/310

ISSUED BY

GENERAL MANAGER(MARINE)

HALDIA DOCK COMPLEX

HALDIA-721604

INDIA

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**Website : www.kolkataporttrust.gov.in
www.haldiadock.gov.in
& www.eprocure.gov.in**

NOVEMBER-2018

KOLKATA PORT TRUST

HALDIA DOCK COMPLEX
General Manager (Marine),
Jawahar Tower, Haldia Township

Haldia-721604,

Tel: +913224263303/+919434052449

Fax: +913224252251

SCHEDULE OF TENDER (SOT)

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & resourceful Fleet owners/Fleet managers/Operators who meet the Prequalification Criteria. Haldia Dock Complex, Kolkata Port Trust intends to hire one 30 Tonnes or more Bollard Pull tug for Haldia Dock Complex for a period of 05 years. Age of Tug shall be no more than 15 years on the day of commencement of charter hire.

A. Name of Work	Haldia Dock Complex, Kolkata Port Trust intends to hire one 30 Tonnes or more Bollard Pull tug for Haldia Dock Complex for a period of 05 years. Age of Tug shall be no more than 15 years on the day of commencement of charter hire.
B. E-Tender No.	KoPT/Haldia Dock Complex/MO Div/5/18-19/ET/310
C. Estimated Cost	Rs 16,42,50,000.00 (Rupees sixteen crores forty two lakhs fifty thousand only)
D. PERIOD OF CHARTER HIRE	05 years
E. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
F. Reference Tender No.	MMO/401/BIR/CONT/1316
G. Date of NIT available to parties	01.11.2018
H. Offline Pre-bid Meeting date & Time	No pre-bid meeting

<p>I. (i) Earnest Money Deposit</p>	<p>The bidders shall be required to deposit 2.0 % of the total estimate which comes out to Rs.32,85,000 (Rupees Thirty-two Lakhs eighty-five thousand only) as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust, Haldia Dock Complex', by using any of the following two options.</p> <p>1.An amount of INR 10.0 Lac (Rupees ten Lac) shall be paid through Axis Bank Payment Gateway and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian scheduled bank, having branch at Kolkata/Haldia. In case of issuance of BG from a scheduled bank from outside Kolkata/Haldia, the same should be counter guaranteed by Kolkata/Haldia Branch.</p> <p>2.An amount of Rs.32,85,000 (Rupees Thirty-two Lakhs eighty-five thousand only) directly shall be paid through Axis Bank Payment Gateway.</p> <p>Non-compliance with the same shall get the bidder disqualified. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD-BG format is enclosed at Annexure-IX. The Bank Guarantee shall remain valid for a period of 06 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. The Bank Guarantee in original must physically reach the office of the Engineer of the contract before the opening of the techno commercial bid. The bidders are advised to deposit Earnest Money using the Axis Bank Payment Gateway only. No other method of payment of EM shall be accepted. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-</p>
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	<p>Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: “ HDC EMD/Tender Fee Payment” . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex).</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document. Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated here under :</p> <p>a) Name of remitting vendor/contractor b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details: e) URN No.: Date of payment:</p>
<p>(ii) Bid Document fee. (Through separate transaction other than EMD Submission).</p>	<p>The intending bidders should submit Tender Fee of Rs. 2,950.00 (Rs Two thousand nine hundred fifty only, GST @18% inclusive) (non-refundable) to Haldia Dock Complex, along with their offer. Otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of BD fees shall be accepted.</p>

	<p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: “ HDC EMD/Tender Fee Payment” . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of BD fees through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Bid document fees before filling and submission of bids.</p> <p>Details of Bid document fees to remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of <i>remitting vendor/contractor</i> : b) <i>E- Tender No.</i> : c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
(iii) Transaction Fee	Rs. 17700/- (Including GST @18 %on

<p>J . (a) Last date of submission of EMD & Bid document Fee through RTGS/NEFT to HDC.</p> <p>(b) Last date of submission Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.</p>	<p>Service Charge) Payment of Transaction fee in favour of MSTC LIMITED</p> <p>22.11.2018 upto 1500 hours</p> <p>After submission of the tender (The bidder has to ensure submission of UTR in respect of EMD & Bid Document Fee during submission of the bid on line).</p> <p><u>Three working days before the last date of closing of online bidding for the e-tender</u></p>
<p>K. Date of Starting of E-tender for submission of on-line Techno-commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt</p>	<p>1100 hours on 15.11.2018</p>
<p>L. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid</p>	<p>1500 hours 22.11.2018</p>
<p>M. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately.</p>	<p>After 1500 hours 22.11.2018</p>
<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>	

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Annexure-A**Important instructions for E-Tender**

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

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

1. Process of E-tender :

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/

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

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

Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e-tender).

Contact persons (Haldia Dock Complex):

1. Shri C Chatterjee,
Sr. Deputy Manager (Admn.),
Haldia Dock Complex
Ph. No. 03224 263178
E-Mail cchatterjee.hdc@nic.in

2. Shri S Mandal,
Dy. Manager (Admn.),
Haldia Dock Complex,
Ph. No. 03224 263307
Email- snmandal.hdc@nic.in

Contact persons (MSTC Ltd):

	<p>1. Mr. V. K. Jaiswal</p> <p>Regional Manager (ERO)</p> <p>Mobile No: +919903042449</p> <p>Email- vikash@mstcindia.co.in</p>	<p>2. Mr. P. Biswas</p> <p>Asstt.Manager (ERO)</p> <p>Mobile No.- +919903248755</p> <p>Email: pbiswas@mstcindia.co.in</p>	
	<p>3. Mr. M. H. Jain</p> <p>Asstt.Manager (ERO)</p> <p>Mobile No: +919721277969</p> <p>Email- mhjain@mstcindia.co.in</p>	<p>Google hangout ID (for chat) - mstceproc@gmail.com</p> <p>Landline:03322901004</p>	
2.	<p>B) System Requirement:</p> <p>i Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8</p> <p>ii) IE-7 and above Internet browser.</p> <p>iv) Signing type digital signature</p> <p>v) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: <p>Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p> <p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>		

3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Vendors are instructed to use Attach Doc button under AUC Floor Manager menu. Multiple documents can be attached. Maximum size of single document for upload is 5 MB.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.

9.	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> a. Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC, KoPT. b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/ Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid. d. The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid. e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p> <ol style="list-style-type: none"> a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. c. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. d. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR. e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. f. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning
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	<p>any reason thereof.</p> <p>g. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>h. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	HDC has the right to cancel this e-tender without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C as well as KoPT's website.
19.	<p>Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:</p> <p>a) Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued.</p> <p>b) Certificate of DIC or Aadhar based MSME certificate where the categories of firm i.e. micro or small is mentioned.</p>
20.	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. For Micro & Small Enterprises (MSEs) registered with NSIC.

	If illegible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with NSIC as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. It is not obligatory on the part of the Trustees to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or reject a Tender without assigning any reason thereof.
21.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22.	Due date of submission of tender will not be extended under any situation.

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

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

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)
2. The Bidder will be required to mention the Bidder's ID (The ID used by the Bidder for logging in the MSTC Website) and Bid Id (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.
3. A webpage will populate where the Bidder will be required to select: Earnest Money Or Bid Document Fee, then indicate his Mobile Number and the CAPTHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.
6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captcha mentioned in the web page and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

Annexure – B

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Office of the GENERAL MANAGER (MARINE)
HALDIA DOCK COMPLEX
P.O. – HALDIA, DIST. - PURBE MEDINIPUR,
PIN. - 721604

E-mail id: snchaubey.hdc@nic.in

Commercial Terms & Conditions

SL. NO.	TERMS	RESPONSE
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3	Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:- a) Valid NSIC registration certificate with list of stores/ items/ services/works for which registration is issued b) Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	If illegible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with NSIC as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. It is not obligatory on the part of the Trustees to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or	AGREE

	reject a Tender without assigning any reason thereof.	
6	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.	AGREE
8	Due date of submission of tender will not be extended under any situation.	AGREE
9	EARNEST MONEY : As Per NIT	AGREE
11	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
	<u>SCOPE OF WORK :</u>	AGREE
12	As per E-Tender Document	
13	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
14	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the General Manager (Marine) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
15	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.	AGREE
16	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.	AGREE
17	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE

18	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.	AGREE
19	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.	AGREE
20	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the General Manager (Marine) or his authorized representative at his office at Chiranjibpur, Haldia in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE
21	The bidder should sign the DECLARATION OF THE BIDDER and upload the same to denote their mode of acceptance and to submit the same along with his offer.	AGREE
22	<p>VALIDITY :</p> <p>The tender shall remain open for acceptance for a period of 180 days from the date of opening of techno-commercial bid.</p> <p>If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.</p>	AGREE
23	<p>NON- RESPONSIVE BIDDER :-</p> <p>The offer/tender shall be treated as non-responsive, if :</p> <p>180 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition. Offer / tender is submitted with any deviation from the tender terms & conditions.</p>	AGREE
24	EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document	AGREE
25	Performance Guarantee : As per Tender document	AGREE
27	In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.	AGREE
28	<u>PRICES:</u> As per BOQ given in the tender document.	AGREE
29	The bidder shall quote his price as per the Bill of Quantities in the	AGREE

Price bid (Part-II)		
30	The Bidder shall state clearly his quoted rates both in figure & word .	AGREE
31	Orders may be placed in full to the lowest bidder.	AGREE
32	Price(s) to be quoted should remain firm over the contract period.	AGREE
33	All taxes & duties are deemed to be included in the quoted rate except GST as applicable.	AGREE
34	<u>EVALUATION CRITERIA</u> : As per relevant clause of Tender document.	AGREE
35	Order to be placed in full.	AGREE
36	<u>PAYMENT</u> : As per Tender document.	AGREE
37	Location: As per Tender document.	AGREE
38	Time of Completion: As per Tender document.	AGREE
39	Work is to carried out as per terms & condition of the contract document	AGREE
40	Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.	AGREE
41	Price adjustment clause: As per Tender document.	AGREE
42	Technical capacity: As stipulated in Tender document.	AGREE
43	<u>Financial capacity</u> : As stipulated in Tender document.	AGREE
44	<u>DOCK PERMITS</u> : The cost of the permits will have to be borne by the contractor	AGREE
45	<u>JURISDICTION OF COURT</u> : The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	AGREE
46	<u>PERSONAL PROTECTIVE EQUIPMENT (PPE)</u> : Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises.	AGREE

Annexure-C**TENDER NOTICE****Tender No : MMO/436/HIRE/TUG/1316**

Haldia Dock Complex, Kolkata Port Trust intends to hire one 30 Tonnes or more Bollard Pull tug for Haldia Dock Complex for a period of 05 years. Age of Tug shall be no more than 15 years on the day of commencement of charter hire.

ANNUAL ESTIMATED VALUE OF THE TENDER FOR ONE YEAR IS RS.
3,28,50,000/-(Three crores, twenty-eight lakhs, fifty thousand only)

E-Tender under single stage two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & resourceful Fleet owner's/Fleet managers/Operators who meet the Prequalification Criteria.

Earnest Money	Non refundable Tender Fee	Last Date and time of submission of Tender	Opening of Techno commercial bid of Tender
i) Rs. 32,85,000 (In Rupees thirty two lakhs, eighty five thousand only).	INR 2950/- (In Rupees two thousand, nine hundred fifty)	15:00 Hrs. of 22/11/2018	After 15:00 Hrs. on 22/11/2018

1. The firm must have experience in successfully supplying/ manning, maintenance and operation an IV/MS class tug with at least 30 Tonnes B.P. with experienced manpower. Performance certificate and work order / agreement obtained from the previous clients to be produced to establish the credibility.

2. The firm must have experience of having successfully completed similar works during the last 7 years up to October, 2018 which should be in the following manner:-

- a) 3 (three) similar completed works costing not less than Rs. **1,31,40,000/-** each;
- Or**
- b) 2 (two) similar completed works costing not less than Rs. **1,64,25,000/-** each;
- Or**
- c). 1 (one) similar completed work costing not less than Rs. **2,62,80,000/-**.

Similar works means providing IV/ MS class Tug with manpower and operating the same for minimum period of one year with contract value matching the above qualification criteria.

However, contractors having experience of manning, maintenance and operation of tug matching above qualification criteria and capable of providing an IV/MS class tug with at least 30 Tonnes B.P may also participate.

3. The average annual financial turnover of the firm during the last 3 years ending 31st March, 2018 or last completed financial year as applicable to the company should be at least Indian Rupees Rs. 98,55,000/-

4. The firm must have the capability of supplying one tug of Bollard Pull 30 Tonnes and above with experienced crew.

5. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients. Claim for fulfilling the criteria relating to financial turnover is to be supported by Audited Accounts of last three financial years. In case the audit of the last financial year is yet to be complete, a certificate from the Statutory Auditor of the Company mentioning the turnover achieved during the year is to be submitted.

6. (i) Tenderer shall possess at least 1 tugs of 30 tonne (min.) bollard pull by absolute ownership / Despondent ownership / Charter lease / MoU. The minimum parameters required of the tugs should be as per the tender as mentioned herein below. The bidder shall submit documents in support of the suitability as indicated. If the tenderer is in possession of lease or charter of hire of tugs, then irrevocable lease/charter agreement/MoU duly stamped as per Indian Stamp Act 1958, should be submitted along with the offer by tenderer. Age of Tug shall be no more than 15 years on the day of commencement of charter hire.

(ii) Where the bidder does not possess the tug, he should have entered into an agreement / with the owner of the tug for purchasing/leasing of the tug which he intends to deploy to KoPT for the duration of the contract, and shall submit valid documents (self-attested) to prove the same. The tenderer has to submit full particulars of the tug being offered along with supporting documents/drawings, etc. Bids submitted for tug/s under construction will also be considered subject to submission of proof of having entered into legally binding agreement with the builder, mentioning delivery period of the tugs therein. Any alteration/changes in the tug/engine specifications and the delivery schedule subsequently, shall lead to disqualification and forfeiture of EMD& PBG.

(iii) Experience of Holding Company can be considered for subsidiary company and vice-versa, if there is a legally binding contract between the parties for the contractual obligation of this tender. These documents must be submitted along with the bid.

Similarly, experience of manning agency can be considered for the bidder if there is a legally binding contract between the bidder and the manning agent for the contractual obligation of this tender. These documents must be submitted along with the bid.

- Experience, as sub-contractor shall not be considered.
- The applying firm must have a good track record and must not have been blacklisted by any Govt. organization / PSU / Statutory Body / Major Ports in course of last seven years and shall provide a declaration stating the same.

OTHER INSTRUCTIONS:-

E-Tenderers are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website www.mstcecommerce.com only.

The Tender information/NIT is also available in the websites of www.mstcecommerce.com/eprhome or <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India (www.eprocure.gov.in)

E-Tender Document shall neither be issued by post nor sold.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through MSTC / KoPT / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

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

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

E-Tenderers will be received through MSTC up to 15:00 hrs. on the last date of submission and opening of tender specified above.

Cover-I of the e-Tender will be opened shortly after 15:15 hrs on the stipulated date.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

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

It is stated here that the subject TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

Annexure – D

**BID DOCUMENT
TENDER
FOR
“HIRING OF ONE 30 TONNES OR MORE BOLLARD PULL
TUG FOR A PERIOD OF 05 YEARS.”
BY**

HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

**Tender No. MMO/401/BIR/CONT/
E-Tender/Event No.:- KoPT/Haldia Dock Complex/MO
Div/5/18-19/ET/310**

VOLUME-I

ISSUED BY

GENERAL MANAGER (MARINE)

HALDIA DOCK COMPLEX

P.O. – HALDIA, DIST. – PURBA MEDINIPUR

PIN. – 721604

NOVEMBER-2018

1.0 MODE OF SUBMISSION OF BID :

All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

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

(i) THESE DOCUMENTS WILL BE HEREBY CONSIDERED AS BID ESSENTIAL DOCUMENTS/BID RESPONSIVE DOCUMENTS. NON-SUBMISSION OF ANY OF THE ESSENTIAL /RESPONSIVE DOCUMENTS WILL LEAD TO REJECTION OF BIDS.

1. Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2015-2016, 2016 – 2017 and 2017-2018). In case the audit of 2017-18 is yet to be completed, a certificate of turnover issued by a professional chartered accountant / Statutory Auditor may be submitted.

2. Details of Similar Works previously carried out by the firm with value of the work.

3. Authentic performance Certificate of similar completed works carried out mentioning total value of work and period of completed works along with relevant work-orders/agreements. For ongoing contracts, the bidder must submit satisfactory performance certificate along with relevant work-order from Engineer of Contract or his representative.

(ii) OTHER REQUIRED DOCUMENTS:

a. Letter of authority/Power of attorney if any.

b. Authentic document related to registration under GST Authority.

c. Certificate/declaration of compliance with Minimum Wages Act.

d. A separate letter addressing to General Manager, Marine confirming that the tenderer has accepted all terms and conditions laid down in the bid document.

e. Bank Solvency Certificate for Rs 1,31,40,000 (One Crore, thirty-one lakh, forty thousand only) from any Nationalized Bank's / Scheduled Bank.

f. Brief particulars of the firm.

g. A detailed deployment planning for the Tendered Work including repair work, maintenance and docking of the vessels.

h. Filled up "Form of Tender" as per enclosed proforma.

f. General Conditions of Contract duly signed and stamped on each page.

g. Managerial & Supervising set up which will be used for carrying out the scheduled works and acting liaison with HDC, KoPT representatives.

h. Total No. of officers & staff (with certification/qualification) to be deployed for carrying out the smooth operation.

i. Certificate/declaration of compliance with Minimum Wages Act.

j. Copy of ESI Registration Certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an Affidavit in original affirmed before a 1st Class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed KoPT approved format.

k. Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a Non-Judicial Stamp Paper worth Rs.50/- as per enclosed format.

l. Copy of Provident Fund Registration Certificate and payment challan for the month of June, 2018 or later and may also provide Name of Establishment & Code Number so that details may be checked online.

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

n. Complete and signed copy of enclosed "Integrity Pact".

o. The following documents (self-attested copies) to be furnished by the tenderer for status of the firm.

For Proprietary firm :-

Shop & establishment License, Income Tax PAN No./ Copy of Returns, Identification of the Proprietor.

For Partnership Firm :-

Partnership Deed, Income Tax PAN No./ Income Tax Returns, Partners authorisation to sign the documents (Power of Attorney).

For Pvt. Ltd / Public Ltd. Co. :-

Article/Memorandum of Association Certification of Incorporation, PAN No., Resolution of Co. to authorize Person to enter the Agreement or Power of Attorney.

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

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

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

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

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

GENERAL INSTRUCTIONS

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

2.2 The Bid Document issued to the Bidder is not transferable.

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

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

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

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

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

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

2.9 The Engineer will not be liable for any financial obligation in connection with the work until such time the Engineer has communicated to the successful bidder in writing his decision to entrust the work (covered by the Bid Document).

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

3.0 INSTRUCTION FOR FILLING BIDS

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

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

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

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

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

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

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

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

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

3.10 The bidder shall be required to deposit 2.0% of total estimate value, Rs Rs.32,85,000 (Rupees Thirty-two Lakhs eighty-five thousand only for bidder who intend to bid for as EMD payable to KoPT,HDC.

Alternatively, an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid through Axis Bank Payment Gateway and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian scheduled bank, having branch at Kolkata/Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata/Haldia, any Kolkata /Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of the Kolkata High Court. Specimen EMD format is enclosed at Annexure-IX. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected. For the issuance of EM BG, the following Bank A/C may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.

A detail of the bank account is appended hereunder.

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

b) Account No.: 1604050000310

c) IFS Code: UTBI0HDCF75.

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

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

The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: “ HDC EMD/Tender Fee Payment” . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (<https://easypay.axisbank.co.in>→ Others→Haldia Dock Complex)

For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and

Bid ID (the e tender number of the tender for which the payment is to be made).

The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.

Through Axis Bank Gateway with the tender.

Tenderers should deposit Earnest Money before filling and submission of bids. Details of Earnest money and Tender Fee remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :

- a) Name of remitting vendor/contractor :
- b) E- Tender No. :
- c) Amount remitted :
- d) Remittance Bank Details:
- e) URN No.:
- f) Date of payment:

Details of Earnest money through bank guarantee should be entered by the participating vendor/ contractor in the space provided in the e-tender as indicated hereunder:

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

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

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

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

3.12 Haldia Dock Complex, Kolkata Port Trust reserves the right to ask anyone of the bidders, who has submitted his price quotations to submit a break-up of the

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

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

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

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

3.16 Tenderers to note that the guidelines issued by the Directorate General of Shipping from time to time would be applicable. Shipping Development Circular No. 2 of 2002 dated 8th November, 2002 or any circular superseding it, is required to be complied with during the contract period.

4.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

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

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iii) One of the members of the consortium shall be authorised as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium members as per the format enclosed in the tender document as (Annexure-IV).
- iv) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.

- v) Where the tenderer is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.
- vi) The purchaser of the tender document must be a member of the consortium submitting the tender.
- vii) In case of Joint Venture, the experience & the financial criteria should be jointly fulfilled. The joint venture should furnish MoU. An irrevocable affidavit of holding company and all members to the JV to be furnished on suitable non-judicial stamp paper duly notarized, giving undertaking for jointly and severally owning responsibility towards contractual obligations throughout the contract period.
- viii) In case of Joint Venture / Consortium / subsidiary company / holding company they shall together satisfy the minimum qualification criteria. The members of the consortium who claim experience and financial turnover shall have at least 26 % equity in the consortium. The maximum number of members in the consortium/joint venture shall not be more than three.
- ix) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- x) If the bid is signed by Constituted Attorney a true copy of the Power of attorney should be submitted by the bidder.
- xi) The purchaser of the tender document must be a member of the consortium submitting the tender.

5.0 SECURITY DEPOSIT:

- 5.1 Performance Security deposit shall be 10% of the Annual Contract Price, which should be submitted in form of Bank Guarantee, or Demand Draft, within 20 days in case of Domestic bids and within 28 days in case of Global bids, on receipt of Letter of Acceptance. SD equivalent to 10% of the annual contract price may be submitted and kept valid through the pendency of the contract with a claim period of three months from the date of completion of contract.

The Earnest Money deposited by the successful tenderer through BG will be returned after submission of SD within a month from the date of commencement of the contract. The BG must be issued by any Indian Scheduled Bank from its branch situated at Kolkata/Haldia. In case of issuance of BG from a scheduled bank from outside Kolkata/Haldia, the same should be counter guaranteed by Kolkata/Haldia Branch. However, the EMD shall be returned only after validation of Bank Guarantee submitted as Security Deposit.

- 5.2 The Security Deposit shall be held by the General Manager(Marine), HDC as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.

The Security Deposit shall remain valid for 03 months from the date of expiry of contract. The Security Deposit will be released within 180 days after successful completion of the contract. KoPT shall encash the Security Deposit in the event the contractor has defaulted by more than 60 days on expiry of the mobilisation period to commence operation at the order of authorised officer after handing over the vessel to him or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

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

7.0 PRICING OF BID

7.1 General

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

7.2 Currency of Quotations

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

7.3 Validity of Price Bid

- (a) Bids shall remain valid for at least 180 days after the date of opening of Techno Commercial bids.
- (b) Notwithstanding clause No. 7.3 (a) Above, the Employer may solicit the bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in e-mail / mail. If the bidder agrees to the extension request, the validity of the bid security shall also be suitably extended. A bidder granting the request will not be required or permitted to modify his bid.

7.4 Duties and Taxes

Duties and Taxes, whether Indian or Foreign, if any, levied upon the Tug, equipment etc. or on the works included in this Bid, except GST are to be borne by the bidders and to be incorporated in the item rates and this will not be separately paid for. The owner of the Tug shall bear all taxes and duties both direct and indirect for the works done under the contract except GST which will be paid by HDC, KoPT as applicable. However, any new statutory taxes or duties introduced by the Government after the submission of the tender will also be payable extra by HDC, KoPT. GST shall not be considered for the evaluation of the Tender.

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

8.0 Evaluation and comparison of bids

8.1 Haldia Dock Complex, Kolkata Port Trust reserves the right to accept price part of the offer (Part-II) of only such bidders whose Technical and Commercial aspects of the offer (Part-I) are acceptable and complete. Haldia

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

- 8.2 Haldia Dock Complex, Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in the areas required from the technically accepted bidders.
- 8.3 The bids received and accepted will be evaluated by method indicated in price bid. The contract would be awarded to the lowest bidder who has technically qualified.
- 8.4 Only those tenders as have been determined to be responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. HDC, KoPT decision on this shall be final, conclusive and binding.
- 9.0 Bid Opening
Information relating to the examination, classification, evaluation, comparison of bids shall not be discussed with any bidders officially concerned with such process. Any efforts by the bidder to influence Kolkata Port Trust may result in rejection of the bid.

Part-I: Technical and Commercial aspects.

One representative of each bidder with appropriate authorization may be allowed during opening of the bid

Part-II: Price Bid

Price bid of only those bidders whose technical and commercial part are complete and acceptable, shall be opened on a suitable date to be intimated beforehand. The tender shall remain valid and open for acceptance for a period of 180 days from the last date fixed for opening of techno commercial bids. HDC, KoPT reserves the right to extend the period of validity for a specific time. The request and response thereto shall be made in writing or fax. The tenderers will have an option to refuse the request without forfeiting their tender security. However, in the event of the Tenderer agreeing to the request, they will not be permitted to modify the tender.

In the event of the tenderer withdrawing his offer before the expiry of 180 days from the date of opening of techno commercial bid, his offer shall be cancelled and the amount of EMD shall be forfeited. The decision of the HDC, KoPT shall be final in this regard. The EMD of unsuccessful tenderers will be discharged / returned immediately. The EMD of the successful tenderer will be discharged upon the tenderer executing the Contract Agreement and furnishing the required Bank Guaranties as per Conditions of Contract. The EMD in respect of successful tenderer may be forfeited, if he fails to enter into a contract and do not furnish the necessary Bank Guarantee within 20 days from the date of issue of letter of Acceptance. No interest will be payable by HDC, KoPT on the Earnest Money Deposit.

The tenderer shall quote the price payable as hire charges per day, only in Indian Rupees. No other Currency, except stated above, would be accepted. Any

offer received in any other currency will be termed as Non Responsive and will not be considered for further evaluation and will be rejected.

The tenderer if submitted on behalf of a partnership firm should be signed by all the partners or by the partner duly authorised for this purpose.

At any time prior to the last date for submission of tenders, HDC, KoPT may for any reason whatsoever, change or modify the tender documents by addendum / corrigendum. The addendum / corrigendum so carried out will be placed on the MSTC and KoPT's website. All the prospective tenderers who have purchased tender documents are requested to visit the website regularly in their own interest. The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The HDC,KoPT may at their discretion extend the last date for submission of tenders to enable the tenderers reasonable time to submit the tender after taking into consideration such addendum / corrigendum.

Tender shall be signed and submitted only by that Firm /Corporation / Joint Venture / Company in whose name the tender documents are purchased. All pages of the tender shall be signed, numbered and indexed and bound properly. The tenderer shall submit complete tender and shall be without alterations, interlineations or erasures except those to accord that instruction issued by the HDC,KoPT or as may be necessary to correct errors made by tenderers. All such cancellation, alterations or amendments shall be initialed by person/s signing the tender. If any discrepancies are found in figures and words while reading, the rates quoted in words shall supersede the figures.

WITHDRAWAL OF TENDER :

The tenderer may modify or withdraw his tender after submission provided the notice of modification or withdrawal is received in writing by HDC,KoPT prior to the last date, or such extended time if any, for submission of tender. No tenderer will be permitted to withdraw his tender after the last date for submission of the tender or such extended time as the case may be. In the event of the tenderer modifying / withdrawing his tender after the last date of submission or such extended time as the case may be, the tender shall be cancelled and the amount payable under tender security shall become forthwith payable to the HDC,KoPT and the decision of the HDC,KoPT shall be final in that regard.

All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement by the tenderer's attorneys shall be borne and payable by the tenderer.

LATE TENDER :

Any tender received by HDC,KoPT after the date and time prescribed for submission will not be considered for evaluation and shall be treated as an invalid offer.

Tender Documents shall be duly signed and stamped, on all pages by the tenderer. Only complete offers received prior to the closing time and date of tender will be considered as valid.

KOPT's RIGHT TO ACCEPT OR REJECT ANY TENDER :

HDC, KOPT reserves the right to reject or accept any or all offers without assigning any reason. The HDC, KoPT is also within its rights to negotiate with any Tenderer for the early implementation of the award of contract.

10.0 SIGNING OF THE CONTRACT

After the issuance of Letter of Intent, Security Deposit will have to be submitted within 20(twenty) working days failing which the EMD will be forfeited. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work thereafter immediately as per the work order. The contractors shall also submit a signed and stamped copy of tender document along with addendum/corrigendum(if any) and general conditions of contract KoPT.

On placement of work order, the successful bidder will have to make an arrangement for signing a formal agreement with Haldia Dock Complex, Kolkata Port Trust on a non-judicial stamp paper of Rs. 50/- as per enclosed proforma at the earliest.

11.0 INTERPRETATION OF THE TERMS

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

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

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

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

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

“THE GENERAL MANAGER (MARINE)” - The expression “GENERAL MANAGER (MARINE)” means the office holding that post under the Trustees and includes his successors in office.

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

“THE ENGINEER’S REPRESENTATIVE” - The expression “The Representative means any officer or person from time to time deputed by the Trustees or General Manager(Marine)s to act on their behalf for the purpose of this contract.

“THE VESSEL” - The expression “The Vessel” means the TUG supplied by the CONTRACTOR including its substitute, if any.

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

“DEFICIT PERIOD” - Shall mean the following :-

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

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

12.0 INFORMATION REQUIRED

A Technical description of the Tug 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 including certificate of its power.

DETAILS OF THE TUG BEING OFFERED:

Sl. No.	PARTICULARS	ITEM
1	NAME OF THE TUG	
2	OWNER	
3	FLAG	
4	BUILDER	
5	AGE OF THE TUG	
6	OFFICIAL NO.	
7	REGISTERING AUTHORITY (Must be under MS Act)	
8	GRT/NRT	
9	LOA [NOT MORE THAN 35m)	
10	BEAM	

11	DEPTH	
12	DRAFT [NOT MORE THAN 4.5 m]	
13	STATIC BOLLARD PULL (Must have steady/ sustained bollard Pull of not less than 30 Tonnes at 90% MCR	
14.	Towing arrangement would mean a towing hook with forward or aft, capable of push/pull or towing winch with suitable quick release mechanism	
15	ENDURANCE (full power) [SHOULD NOT BE LESS THAN 15 DAYS]	
16	MAIN ENGINE (Numbers, Make, BHP each)	
17	GENERATOR ENGINE (Numbers, Make, BHP each)	
18	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
19	SPEED (In Knots) [SHOULD NOT BE LESS THAN 9 Knots]	
20	a). FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT 90% MCR [RPM TO BE MENTIONED]. b). FUEL CONSUMPTION OF GENERATOR ENGINES PER HOUR	
21	FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT THE RPM GENERATING AT LEAST 30 TONNES BOLLARD PULL [RPM TO BE MENTIONED].	
22	DATE OF LAST DRY DOCKING	
23	DUE DATE OF NEXT DRY DOCKING (To maintain validity of class and statutory certificates)	
24	PROPULSION TYPE	
25	External Fire Fighting Capability (Must have at least single monitor having a fire pump of adequate capacity).	
26	CREW INCLUDING MASTERS	(Please give details separately & annex)

THE TUG MUST FULFILL THE FOLLOWING CRITERION:

1. The Tug must be registered under Merchant Shipping Act/ Inland Vessel Act.
2. The Tug must have valid statutory and classification certificates for the performance of designated duties;

3. The tug should not be more than 15 years on the date of commencement of work.
4. The tug should have a bollard pull of 30 Tonnes or more at 90% MCR;
5. Length Over All should not be more than 35 m and draft should not be more than 4.5 m;
6. The Tug should have twin engines and twin propulsions;
7. Type of propulsion- Kort Nozzle/ Tractor or Stern Mounted Azimuth Propulsion;
8. The contractor must keep all certificates of the tug valid and updated at all times during the entire period of contract.
9. In addition to the statutory manning, one suitable local 1st Class Inland Master, conversant with the KoPT channel, to be provided on board at all times.

13.0 MANNING:

- 13.1 Manning in the tug has to be provided as per M.S./I.V. Act as applicable.
- 13.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.
- 13.3 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to KoPT. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel to be deployed by him.
- 13.4 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.
- 13.5 A Liaison Officer should be deployed by the Contractor for interacting /communicating between KOPT, the vessel and other concerned officers at Haldia. Such liaison officer shall have a Mobile Phone with residential telephone facility and preferably stationed at Haldia. He should be a person having experience in the field of marine operation.

SPECIAL CONDITION OF CONTRACT:

14.0 SCOPE OF WORK

- 14.1 General : The Tug shall primarily be used for assisting vessels inside Haldia Dock Complex and in the river for berthing/unberthing/ double banking etc. at different berths and at oil jetties by towing, checking & pushing. Quick release tow hook and/or towing winch with adequate strength. The tug is required to have suitable arrangement so as to enable the tug to push/pull as required and also should be fitted with proper bow and stern fenders. The Tug should also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels and for any other work that the vessel is capable of and as assigned by the port anywhere, anytime, within the jurisdiction of the port as per requirement including assisting in the lighterage

operation at Sagar/Sandheads.

Without prejudice to the aforesaid, the tug shall be used for various lawful services required by HDC, KoPT including, towing, docking and undocking of vessels at terminals of HDC, KoPT around the clock (24 hours a day) and throughout the contract period including but not limited to

- a) Berthing and unberthing of vessels in port
- b) To stand by as fire float, oil spill dispersant spraying boat, etc. as may be required by HDC, KoPT for any accident / eventuality,
- c) To assist in double banking by way of acting as docking tug
- d) All other operations required in connection with docking / undocking operations of vessels at Port and related to Harbour conservancy and / or movement of vessels within the Port and such other operations as are conveniently performed by Port Tugs and crafts.

- 14.2 The Tug should be highly manoeuvrable, capable of carrying out of the aforesaid operations in very close quarter situations and have an almost all round visibility from the wheel house for effective utilisation. Pilotage manoeuvring require both push and pull towage and ships are expected (but not restricted) to range in size from 10000 DWT tons to 75000 DWT and to be in various conditions of load. Tug will provide suitable towing line/s to be given to the vessel and affect pulling / pushing without any hindrance also tug should be able to give Bollard Pull 30 Tons with such towing line.
- 14.3 *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 get acquainted with the method of ship-handling with tug assistance being done at the Port of Kolkata and also may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of the Tug offered by them.)*
- 14.4 The Tug shall be required to be manned, maintained and made available for operation on 24 hours basis and shall be required to report for operation at ½ (half) an hour notice.
- 14.5 The tug will be required to maintain communication by VHF and mobile phone.
- 14.6 The tug will normally ply at manoeuvring speed except for the operational requirement when the speed may have to be increased or decreased.
- 14.7 The tug shall be under the operational command of General Manager, Marine, HDC or his Authorised representatives.
- 14.8 All transportation costs towards men and material is the responsibility of the contractor.
- 14.9 The contractor at their cost will print sufficient number of log books and log abstracts as per KoPT's approved format. The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours, fuel oil consumed / bunkered etc. to be logged daily and to be signed by the In-

Charge / Master of the vessel and the same will be checked and countersigned by KoPT representative. A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the In-Charge / Master and same to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be undertaken on board and recorded. The daily log book to be retained on board / office and same to be produced on demand.

14.10 The Contractor shall undertake strict measures for 'Energy Conservancy' at all times.

14.11 Responsibility of operating the tug including manning, supply of fuel, 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 in to account while quoting the rates. The consumption as declared by the bidder in SI no. II of the Price Bid (Cost of fuel) will be considered as DECLARED CONSUMPTION. In the event of higher consumption than the declared consumption the cost of excess consumption will be deducted from the monthly bill of the contractor at the prevalent market rate.

14.12 Contractor shall be liable for pollution damage and the cost of clean-up which has occurred due to Contractor's and / or the Contractor's personnel by willful, wanton, intentional, acts or omission or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from tug under contract.

15.0 KoPT's RESPONSIBILITIES

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

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

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

15.4 Repairing Facilities: Repairing facilities such as cranes and other equipment etc. owned by the OWNER may be made available to the CONTRACTOR subject to its availability at the discretion of the Engineer on payment of charges as per KoPT's Scale of Rates. In case of non-availability of these facilities with the OWNER, CONTRACTOR shall have to make alternative arrangement at his own cost and risk and the OWNER will not be held

responsible for non availability of the same and it shall in no way affect the progress of the work. Facility for underwater inspection by KoPT's diving team may also be provided free of cost at the sole discretion of KoPT.

15.5 Land for Contractor's Field office, Godown & Workshop :

The OWNER may at his own discretion and convenience and for the duration of the contract make available, near the site, land for construction of Contractor's Field office, Godown and Workshop required for execution of the Contract. The approximate area which will be provided to the contractor will be around 100 sq mts. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement for the same. On completion of the works he shall remove all temporary works erected by him and have the site cleaned as directed by the Engineer failing which the Engineer may at the expenses of the CONTRACTOR remove such materials and dispose of the same as he deems fit and get the site cleaned. The OWNER also reserves the right to ask the CONTRACTOR any time during the pendency of the contract to vacate the land by giving 7 days notice on security reasons or otherwise and the CONTRACTOR will have to do so. A token rent of Rs.6,000/- per annum or part thereof shall be charged for the land so allotted to the CONTRACTOR.

(OR)

Unfurnished accommodation at Chiranjeevpur may be allotted to the contractor for office set up. Rent will be charged as per SoR of Kolkata Port Trust. At the present, the rates are as follows: Modified 'A' type 40.54 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 4022/- per month. Modified 'B' type 65 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 5741/- per month. Cost of power and water will be as per actuals.

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

16.0 MOBILIZATION PERIOD

On placement of Letter of Intent, the Tug is to be made available at Haldia and commence operation within 60 days.

17.0 BOLLARD PULL

The designed static Bollard Pull of the offers tugs should not be less than 30 Tones (Ahead). The test to this effect shall be carried out by the contractor, at his cost and time, through a DG approved Classification Society and shall be witnessed by HDC, KoPT, within a period of six months after receipt of the letter of intent from HDC, KoPT. The steady/sustained Bollard Pull of the Tug/s at 90% MCR should not be less than 30 Tones(min) at the time of deployment. In case if a Bollard Pull test has been carried out and certified by any Classification Society approved by DG Shipping within six months prior to commencement of contract, no further bollard pull test will be required before putting the tug on hire. The contractor shall provide Bollard Pull test certificate, issued by any Classification Society recognized by DG Shipping every year thereafter, at his cost. A 12 hours' period will be granted for the tests for the Bollard Pull Test every year, in case there is no operational exigencies. All such tests shall be carried out at tenderer's cost and witnessed

by HDC, KoPT officials along with DG Shipping approved Classification Society Surveyors.

- (a) Bollard Pull as declared by the Contractor will be the Bollard Pull of the Tug/s being offered to the Port for the entire period of the contract. This Bollard Pull will have to be maintained during the currency of the contract.
- (b) Port reserves the right to carry out Bollard Pull Test of the Tug/s at its discretion at any time during the currency of contract at the HDC, KoPT cost. In case Bollard Pull falls below 30 Tons, Port reserves the right to impose the penalty, per day or part thereof on pro rata basis, equivalent to 4% of the per day hire rate for each ton or part ton loss of Bollard Pull. However, if Bollard Pull falls below 25-ton Port reserves the absolute right to terminate the contract forthwith.
- (c) In addition to the Bollard Pull test every year, the contractor is bound to carryout BP test in the event any major repairs and replacement work is attended to Main Engines, Gear Box, Propellers i.e. any major machinery, which may have effect on BP capacity of the tugs. Then, in such an event GM(M) may ask the contractor to carry out BP test in order to ensure the operational efficiency of the tugs. The BP test shall be witnessed by the HDC, KoPT officials of Marine Department along with DG Shipping approved Classification Society. The cost of such test shall be borne by the contractor.

18.0 GUARANTEED AVAILABILITY:

- 18.1 The Contractor will have to stand guarantee for the vessel's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level, no daily hire charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 21 will be applicable. Further, lay off period of maximum 15 days will be allowed in a year subject to obtaining prior approval from the Engineer of the contract.

However, a further layup period of another 30 days will be allowed in 3 instalments during the entire tenure of the contract for dry docking and survey repair of the Tug for maintaining its Certificate and carrying out smooth operations. Further, contractors should be able to club the unused lay up period out of the 15 days available in a year along with full or part layup period of 30 days for the purpose of dry docking / surveys or other emergent repairs during the tenure of contract. Subject to prior permission of the General Manager(marine), HDC. If due to such layup, the availability falls below 350 days no penalty shall be levied. Period of Lay off due to fouling of propeller will not be payable. However, the same may be considered under permitted downtime. Port Diver will be arranged for clearing the propeller free of cost. No penalty will be levied for the period of non-availability due to fouling of propeller even if not permitted as allowable downtime.

19.0 OPERATION MODE & CHARGES:

- 19.1 The vessel shall be ready for operation for 24 hours.
- 19.2 On Standby Mode
The vessel shall be deemed to be on standby if the vessel is made available to the authorized officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the master to

commence operation at half an hour's notice.

19.3 Accrual of Charges

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

- 20.0 Daily Hire Charge: These charges shall be paid for every day the vessel is on standby mode as described in clause 19.2 above. However, during the lay off period of the Tug either for repair or for any other reason, no charges will be payable.

21.0 DEDUCTION AND PENALTIES:

- 21.1 KoPT will not pay any of the scheduled rates for the days the operation of the vessel is suspended for the reasons attributed to the contractor. Further a sum equivalent to 50% 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 of the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor.

- 21.2 In case the offered tug is not available for operation, then a substitute tug with similar/ better specification (including age of the tug) shall be provided as a replacement by the Contractor at no extra charge within 30 days from the time and date the offered Tug is inoperative / broken down. However, supply of fuel to the replacement tug will be restricted only up to the limit permissible for the tug originally offered on hire.

- 21.3 If the Contractor fails to deliver the offered/ substituted tug (s) as per specification given in the tender within 45 days from the date of the issuance of Letter of Intent, liquidated damages at the rate of Rs.40, 000/- per day will be levied on the Contractor from the 46th day onward, and if the tug is not delivered for operation within 60 days from the date of issuance of Letter of Intent, the Contract shall be liable to be terminated and Security Deposit forfeited.

22.0 DURATION OF THE CONTRACT_

This contract is for five years and will come into force from the date and time of commencement of operations.

23.0 EVALUATION AND COMPARISON OF BIDS.

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

- 23.2 Haldia Dock Complex, Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
- 23.3 The Bids received and accepted will be evaluated by method indicated in the Price Bid (clause 33) and the contract will be awarded to the lowest bidder subject to fulfilment of their tender conditions.
- 23.4 Haldia Dock Complex, Kolkata Port Trust reserves the right to refuse the tug on her arrival at Haldia if the same is found to be not fulfilling the requirement as laid down in the tender.
- 25.0 'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at www.kolkataporttrust.gov.in. (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&id=1342>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.
- 26.0 Insurance: The vessel must have comprehensive insurance with a reputed P&I club having the following coverage:
- i) The hull, machinery and 3rd party liability.
 - ii) Total loss of the vessel.
 - ii) Coverage for wreck removal in case the vessel is wrecked.

The tug, its hull, machinery and appurtenances including persons deployed on board the vessel shall be insured by the contractor at his own cost during the entire contract period. Documentary evidence should be provided before commencement of work.

During the hire period the tug/s shall be kept insured by Contractors at their expenses for insurance on Hull & Machinery as per Institute Time Clause-Hull dated 01.10.1983 with 3/4th Collision Liability amended to 4/4th Collision Liability with ITC-Port Risk extension dated 20.07.1987 with war risk. Contractors and/or insurers shall not have any right of recovery or subrogation right against charters on account of loss of and/or any damage to the tug/s or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of tug/s or Charterers covered by such insurance.

(a) During the hire period the tug/s shall be kept insured by the Contractors at their expenses against protection and indemnity risks in such form as Charterers shall in writing approve which approval shall not be unreasonably withheld. If the Contractor fails to arrange and keep any of the insurances provided for under the provisions of sub-clause (b) in the manner described therein, Charterers shall notify Contractors whereupon Contractors shall rectify the position within seven running days.

(b) In the event of any act or negligence on the part of the contractor, which may vitiate any claim, whatsoever in nature, the contractor shall fully indemnify the charterers against all claims and demands, which could

otherwise be covered by such insurance. The contractor shall submit a copy of insurance policy and indemnity bond (on 50/- stamp paper) to HDC, KoPT.

- (c) Any damages suffered whilst assisting ship should be brought to the notice of the GM(Marine) within 24 hours of occurrence in order to claim reimbursement for the repairs from the concerned ship. The incidence should be immediately brought to the notice of the Pilot so that he may bring it to the notice of the master. It is to be noted that any damage suffered by the hired tugs while assisting shipping operations /Berthing and Unberthing Operations, HDC, KoPT. is not liable to pay any compensation to the contractor.
- (d) Any damage caused to HDC, KoPT property by the tugs is to be repaired immediately. It may be repaired by the tug company to the satisfaction of the engineer, otherwise the charges will be deducted from the hire charges if HDC, KoPT carries out the repairs.

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

27.0 PAYMENT:

- 27.1 Payment for Daily Hire Charges (item 'A' of clause 33) will be made once in a month by KoPT and cost of fuel shall be reimbursed along with it. Cost of fuel shall be lesser of the following two:
 - i. Actual fuel consumption as certified by Engineer of Contract or his representative.
 - ii. Declared consumption as per SI No II of Price Bid.
- 27.2 Payment shall be made to the contractor within 30 days of submission of relevant clear bills accompanied by vessels log abstract duly certified by KoPT representative. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract." An advance of 75% of amount certified by MO division will be released within 10 days of submission of bill by the contractor to ensure fund flow. The rest of the bill along with applicable GST will be released as per schedule mentioned in 27.2

28.0 TERMINATION OF CONTRACT.

KoPT at its sole discretion, may terminate the contract after serving one month's notice if the performance of the tug is not satisfactory for three consecutive months. The decision of KoPT about the performance of the tug will be final.

29.0 FORCE MAJEURE

Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under the charter party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events or stroke or conditions:

- (a) Acts of God.
- (b) Any Government requisition, control, intervention, requirement or interference.
- (c) Any circumstances arising out of war threatened act of war or war like operation, act of terrorism, sabotage or piracy or consequences thereof.
- (d) Riots, civil commotion, blockaded or embargoes.
- (e) Epidemics.
- (f) Earthquakes, landslides, flood or other extra ordinary weather condition.
- (g) Strikes, lockouts or other industrial action, unless limited to the employee of the party seeking to invoke force majeure.
- (h) Fire, accident, explosion except where caused negligence of the party seeking to invoke force majeure.
- (i) Any other similar cause beyond reasonable control of either party. or any happening affecting the performance by either party its obligations under this charter which the party cannot reasonably prevent or control against.
The party seeking to invoke force majeure shall notify the other party in writing within two working days of the occurrence of any such event/condition.

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.

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

This contract will be governed by Indian Law. In case of any dispute or differences arises in relation to the contract (before, during or after completion or abandonment of work or during the extended period thereafter) the same may be referred to the Arbitration as per provisions of Arbitration Conciliation Act, 1996.

- a. "In the event of any dispute or difference arising directly or indirectly between the parties hereto in connection with this Tender or the interpretation thereof or anything done or omitted to be done pursuant hereto or the performance or non-performance of this Tender shall be referred to arbitration of a single arbitrator to be appointed by the Kolkata Port Trust. The arbitrator's award shall be a reasoned award and which shall be final and binding on both the parties hereto. The arbitration shall be held in Kolkata and the expenses of arbitration shall be born in such manner as the arbitrator may determine. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or such other law relating to arbitration as may be in force in India at the relevant time.

- b. The work under the contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The arbitrators shall be deemed to have entered on the reference on the date when either one of the party invokes arbitration by issuing notice to the other for appointment of an arbitrator. The venue of arbitration shall be Kolkata, India. The fees, if any, of the Arbitrators /Umpire, if required to be paid before the award in respect of disputes is made and published, shall be paid half by each of the parties. Employer shall pay his portion of the fees in Indian Rupees only.

31. TUG'S ENCUMBRANCES ON CONTRACTOR:

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

32. LIST OF ENCLOSED FORMATS

Format of Price Bid	- Annexure-I
Form of Tender	- Annexure -II
Format of Performance Bond/Bank Guarantee/Security Deposit	– Annexure-III
Format of Agreement	- Annexure-IV
Format for Joint Venture Agreement	– Annexure-V
Format for integrity pact	– Annexure-VI
Format of affidavit for ESI exemption	– Annexure-VII
Format for Indemnity Bond	–Annexure-VIII
Details of tug being offered	– Annexure-IX

(Annexure-I)

33.

FORMAT OF PRICE BID**I. DAILY HIRE CHARGE FOR THE TUG**

Rs..... {A}

TOTAL HIRE CHARGE FOR 365 DAYS = {A} X 365

= Rs..... {X}

II: COST OF FUEL{Y}

(a) AVERAGE FUEL CONSUMPTION PER HOUR PROVIDING 30 TONNES BOLLARD PULL.Ltrs.

(b) AVERAGE FUEL CONSUMPTION OF GENERATOR PER HOUR.....Ltrs.

NOTE: FOR THE PURPOSE OF EVALUATION, THE FOLLOWING WILL BE ASSUMED.

(i) MAIN AND AUXILARY ENGINE RUNNING AT 10 HOURS PER DAY.

(ii) COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE THE TENDER GOES LIVE.

YEARLY COST OF FUEL= [365 *(a+b) *10* COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE THE TENDER GOES LIVE.] = Rs.....{Y}

TOTAL PRICE = Rs. [{X} + {Y}] =

(Annexure-II)

FORM OF TENDER

To
The General Manager(Marine)
Marine House
Haldia Dock Complex, Kolkata Port Trust,

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to supply 1 No. Tug to the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

We have deposited with the Trustees' General Manager(Finance) Rs..... vide Receipt No.....dated.....as Earnest Money, photostate copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this tender for a period of 180 days from the opening date of Technical (cover-I) and in default of our so doing, the Earnest Money of Rs.32,85,000 (Rupees Thirty two Lakhs eighty five thousand only) deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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

Yours faithfully,

Dated.....

Signature.....

Full Address
(Seal)

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

Annexure-III**PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To
The Board of Trustees
For the Port of Kolkata.

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

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust 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.....dated(hereinafter referred to as the '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.....), 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 officials 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 "Haldia Dock Complex, 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 a mere demand by the

Trustees at any time and in the manner aforesaid is sufficient for us..... BankBranch, 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. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of.....20.. and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 03 (three) 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 this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we..... 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 fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch.

5. This Bank Guarantee bearing No dt..... for Rs..... /- (Rupees) shall be payable at Bank..... Branch code..... address..... Kolkata/Haldia on submission of original Bank Guarantee for invocation without referring to issuing branch. Any disputes regarding this bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court.

6. 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)

Annexure-IV

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

AGREEMENT FOR HIRING OF 30 TON TUG

This Agreement made on theday of201... 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 hereinafter called "Trustees" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/S.....having its registered office at..... hereinafter called the "*contractor*" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous of hiring one Tug including the work specified in the Bid document should be carried out by the above vessel in satisfactory manner and have accepted a tender by the contractor for the said work NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in 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 terms and conditions finalized 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 document identified in 2(i) above.
 - iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
 - iv) The work order.....dated.....
 - v) All correspondences 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 payments to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of supplying one Tug 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 one year from the date of work order and the same work may be extended for one more year under the same terms and conditions if desired by 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 a sum of Rs.....(Rupees) only at the times and in the manner prescribed in the contract.

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

Contractor

General Manager(Marine),
Haldia Dock Complex, KoPT

Witness

1.....

2.....

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

This Joint venture/consortium agreement is made at _____ on _____ day of _____ 2018 between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "first Party") and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "Second Party") WHEREAS the First party is engaged in the business of _____

AND WHEREAS THE Second Party is engaged in the business of _____

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

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

NOW THIS DEED WITNESSED AS UNDER:

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

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

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

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

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

First Party:

Second Party:

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

First Party:

Second Party:

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

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

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

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

10. Opening and operation of Bank Account:

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

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

Party of First Part
Part

Party of Second

Witness:

- 1)
- 2)

Annexure-VI
INTEGRITY PACT

Between

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

And

.....hereinafter referred to
as “The Bidder/Contractor”

Preamble

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

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

Section 1 - Commitments of the Principal

(1)The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on 'Indian Agents of Foreign Suppliers' is annexed and marked as Annex-"A".
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex "B".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.

- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

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

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 9 - Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Annexure-VII

**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
(On the Rs. Ten Non Judicial Stamp paper)**

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

Ison of
.....aged aboutyear, by faith
.....by occupationresiding at, do hereby
solemnly affirm and declare as follows:-

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

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

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

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

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

Identified by me

DEPONENT

Annexure – VIII**INDEMNITY BOND**

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

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

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

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

Sureties

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

Witnesses

Name :

Signature :

Address :

Annexure – IX
DETAILS OF THE TUG BEING OFFERED:

Sl. No.	PARTICULARS	ITEM
1	NAME OF THE TUG	
2	OWNER	
3	FLAG	
4	BUILDER	
5	AGE OF THE TUG	
6	OFFICIAL NO.	
7	REGISTERING AUTHORITY (Must be under MS Act)	
8	GRT/NRT	
9	LOA [NOT MORE THAN 35m)	
10	BEAM	
11	DEPTH	
12	DRAFT [NOT MORE THAN 4.5 m]	
13	STATIC BOLLARD PULL (Must have steady/ sustained bollard Pull of not less than 30 Tonnes at 90% MCR	
14.	Towing arrangement would mean a towing hook with forward or aft, capable of push/pull or towing winch with suitable quick release mechanism	
15	ENDURANCE (full power) [SHOULD NOT BE LESS THAN 15 DAYS]	
16	MAIN ENGINE (Numbers, Make, BHP each)	
17	GENERATOR ENGINE (Numbers, Make, BHP each)	
18	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
19	SPEED (In Knots) [SHOULD NOT BE LESS THAN 9 Knots]	
20	a). FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT 90% MCR [RPM TO BE MENTIONED]. b). FUEL CONSUMPTION OF GENERATOR ENGINES PER HOUR	
21	FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT THE RPM GENERATING AT LEAST 30 TONNES	

	BOLLARD PULLS [RPM TO BE MENTIONED].	
22	DATE OF LAST DRY DOCKING	
23	DUE DATE OF NEXT DRY DOCKING (To maintain validity of class and statutory certificates)	
24	PROPULSION TYPE	
25	External Fire Fighting Capability (Must have at least single monitor having a fire pump of adequate capacity).	
26	CREW INCLUDING MASTERS	(Please give details separately & annex)

PART II
PRICE BID

I. DAILY HIRE CHARGE FOR THE TUG

Rs..... {A}

TOTAL HIRE CHARGE FOR 365 DAYS = {A} X 365

= Rs..... {X}

II: COST OF FUEL{Y}

(a) AVERAGE FUEL CONSUMPTION PER HOUR PROVIDING 30 TONNES BOLLARD PULL:.....Ltrs.

(b) AVERAGE FUEL CONSUMPTION OF GENERATOR PER HOUR:.....Ltrs.

NOTE: FOR THE PURPOSE OF EVALUATION, THE FOLLOWING WILL BE ASSUMED.

(i) MAIN AND AUXILARY ENGINE RUNNING AT 10 HOURS PER DAY.

(ii) COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE THE TENDER GOES LIVE.

YEARLY COST OF FUEL= [365 *(a+b) *10* COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE THE TENDER GOES LIVE.] = Rs.....{Y}

TOTAL PRICE = Rs. [{X} + {Y}] =

*****000000*****