

**NOTICE INVITING TENDER**  
**KOLKATA PORT TRUST, HALDIA DOCK COMPLEX**  
**INVITES**

Tender for “Supplying, manning and operating four (4) mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works under Haldia Dock Complex, Kolkata Port Trust”.

Kolkata Port Trust, Haldia Dock Complex intends to invite e-tenders for Supplying, manning and operating four mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works under Haldia Dock Complex, Kolkata Port Trust.

Tender number: MMO/158/HIRE/CRFT/GEN/581

Earnest Money	Non refundable Tender Fee	Date and time of Pre- Bid Meeting	Date of starting e-tender	Last Date and time submission of Tender	Opening of Techno commercial bid of Tender
Rs. 23,542.50/- for one boat Rs 47,085/- for two boats Rs 70,627.5/- for three boats Rs 94,170/- for four boats	Rs. 1770 [including GST @ 18%]	NA	17/06/2019 at 1100 hrs	08/07/2019 up to 1500 hrs	09/07/2019 after 1530 hrs

**ESTIMATED VALUE OF THE TENDER FOR THREE YEARS IN INDIAN RUPEES IS**  
**RS 11,77,125/- FOR ONE BOAT**  
**RS 23,54,250/- FOR TWO BOATS**  
**RS 35,31,375/- FOR THREE BOATS**  
**RS 47,08,500/- FOR FOUR BOATS**

## **TENDER DOCUMENT**

### **KOLKATA PORT TRUST HALDIA DOCK COMPLEX**

Office of the Manager (M.O.) ,  
Marine House, P.O.: Chiranjibpore, Haldia-721604  
Dist.: Purba Medinipur,  
Ph. No. 03224-252340 FAX: 03224-252251  
E-mail id: [ssankrit.hdc@nic.in](mailto:ssankrit.hdc@nic.in)

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced single entity or consortium with experience of Supplying, manning and operating mooring boats for mooring of vessels and other miscellaneous works at any place as per the tender document.

The Bid Document may be seen from the Central Public Procurement Portal (CPPP). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website <https://eprocure.gov.in/eprocure/app> only. The tender is also published on KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)).

### **SCHEDULE OF TENDER (SOT)**

<b>a TENDER NO.</b>	<b>MMO/158/HIRE/CRFT/GEN/581</b>
<b>b. MODE OF TENDER</b>	<b>e-Procurement System</b> (Online single stage, single cover, two part Techno-Commercial Bid and Price Bid through CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) The intending bidders are required to submit their offers electronically through e-tendering portal. <b>No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust System</b>
<b>c. E-Tender/Event No.</b>	<b>2019_KoPT_477690</b>
<b>d. Date of NIT available to parties to download</b>	<b>14/06/2019</b>
<b>e. Pre-Bid Meeting date &amp; Time</b>	<b>NA</b>
<b>f. i) Estimate of the Work for three years</b>	<b>Rs 11,77,125 for One Boat Rs 23,54,250 for Two Boats Rs 35,31,375 for Three Boats Rs 47,08,500 for Four Boats</b>
<b>ii) Earnest Money Deposit</b>	The intending bidders must deposit  <b>Rs. 23,542.50/- for one boat Rs 47,085/- for two boats Rs 70,627.5/- for three boats Rs 94,170/- for four boats</b> as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.

<b>iii) Bid Document fee</b>	<p>The intending bidders should deposit</p> <p><b>Rs. 1770 [including GST @ 18%]</b></p> <p>as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p>
<b>g. Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.</b>	<b>09/07/2019 up to 1500 hrs</b>
<b>h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid</b>	<b>17/06/2019 at 1100 hrs</b>
<b>i. Date of closing of e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	<b>08/07/2019 up to 1500 hrs</b>
<b>j. Date &amp; time of opening of Part-I (Techno-Commercial Bid) and Part-II (Price Bid)</b>	<b>09/07/2019 after 1530 hrs</b>

**List of Annexures**

<b>Important Instructions to Bidders</b>	<b>Annexure – A</b>
<b>Commercial Terms &amp; Conditions</b>	<b>Annexure - B</b>
<b>Notice Inviting Tender</b>	<b>Annexure - C</b>
<b>Special Conditions of the Contract</b>	<b>Annexure – D</b>
<b>Declaration by the Bidder</b>	<b>Annexure – I</b>
<b>Integrity Pact</b>	<b>Annexure – II</b>
<b>Proforma of Bank Guarantee</b>	<b>Annexure – III</b>
<b>Format in case of Joint Venture/Consortium Agreement</b>	<b>Annexure – IV</b>
<b>Form of Tender</b>	<b>Annexure – V</b>
<b>Format of Affidavit for ESI Exemption</b>	<b>Annexure – VI</b>
<b>Indemnity Bond</b>	<b>Annexure – VII</b>
<b>Form of Agreement</b>	<b>Annexure – VIII</b>
<b>General Condition of Contract</b>	<b>Annexure – IX</b>
<b>Specifications of the Boat</b>	<b>Schedule M</b>

**Important instructions for E-procurement**

**Important instructions for E-procurement**

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

**Contact Persons (Kolkata Port Trust, Haldia Dock Complex):**

1. U. Roy, Dy. Manager(M.O.), Mob: 9434023745, email: [udynroy@gmail.com](mailto:udynroy@gmail.com)
2. S. Sankrit, Assistant Manager, Mob: 7478007297, e mail: [ssankrit.hdc@nic.in](mailto:ssankrit.hdc@nic.in)

**Contact persons (CPP Portal):**

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

1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2. E-tender cannot be accessed after the due date and time mentioned in NIT.
3. KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein
5. No deviation to the technical and commercial terms & conditions are allowed
6. The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7. The bid will be evaluated based on the filled-in technical & commercial formats
8. Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda. **A declaration in this regard is to be made by the bidder.**
9. Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal
10. **No deviation to the technical and commercial terms & conditions are allowed.**
11. **After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature**
12. **HDC has the right to cancel this e-tender without assigning any reason thereof.**
13. **The 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.**
14. **The bid will be evaluated based on the filled-in technical & commercial formats.**

15. 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.
16. Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-
  - i. Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued
  - ii. Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.
17. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
18. 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.
19. Due date of submission of tender will not be extended under any situation.

**ANNEXURE-B**

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
Office of the Manager, Marine Operations ,  
Marine House, P.O.: - Chiranjibpur,  
Dist.: Purba Medinipur,  
Pin : 721604, West Bengal.  
Ph. No. 252340, FAX: 03224-252251  
E-mail id: [skgupta@kopt.in](mailto:skgupta@kopt.in); [skgupta.hdc@nic.in](mailto:skgupta.hdc@nic.in)**

**Commercial Terms & Conditions**

<b>No.</b>	<b>TERMS</b>	<b>RESPONSE</b>
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) shall be opened along with Part-I Bids	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	When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.	AGREE
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
7	Due date of submission of tender will not be extended under any situation.	AGREE
8	<b>EARNEST MONEY :</b> As per NIT	AGREE

9	Tenders 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
10	<b>SCOPE OF WORK:</b> As per Tender Document	AGREE
11	The Terms and Conditions of 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
12	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 Manager(M.O.) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
13	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.	AGREE
14	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
15	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
16	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court of KOLKATA.	AGREE
17	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
18	Bidders are advised to see the working of existing mooring boats at Oil Jetties and Impounded Dock to acquaint themselves with the nature of job prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions and the nature of job. 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
19	The bidder should sign the "DECLARATION OF THE BIDDER" to denote his acceptance and submit the same along with his offer.	AGREE
20	<b>VALIDITY :</b> The tender shall remain open for acceptance for a period of 6 months from the date of opening of techno-commercial bid.	AGREE



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.

21	<b>NON- RESPONSIVE BIDDER :-</b> (i) The offer/tender shall be treated as non-responsive, if the bidder does not accept 6 months validity period from the date of opening of techno-commercial bid as provided in the tender or (ii) Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
22	<b>EARNEST MONEY AND SECURITY DEPOSIT :</b> As per tender Document	AGREE
23	<b>Performance Guarantee :</b> As per Tender document	AGREE
24	In the event, the successful bidder fails to execute the order within the stipulated period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order may be cancelled at the option of the Trustees’.	AGREE
25	<b>PRICES:</b> Rate to be quoted on line for items in BOQ.	AGREE
26	Evaluated value as per scope of work will have to be quoted.	AGREE
27	The Bidder shall state clearly his quoted rates both in figure & word .	AGREE
28	Orders may be placed on the Lowest bidder.	AGREE
29	Price(s) quoted should remain firm over the contract period.	AGREE
30	All taxes & duties are deemed to be included in the quoted rate except GST as applicable.	AGREE
31	<b>EVALUATION CRITERIA :</b> As per relevant clause of Tender document.	AGREE
32	Order will be placed in full.	AGREE
33	<b>PAYMENT:</b> As per Tender document	AGREE
34	The contractor will be required to place the boats for operation within 15 days of placement of Work Order.	AGREE
35	<b>Primary jurisdiction:</b> The boats will be primarily used between Haldia River Buoy and the Barge Jetties and within the impounded Dock System.	AGREE
36	Work is to carried out as per terms & condition of the contract document.	AGREE
37	Penalty for non function: As per Tender document.	AGREE
38	Penalty for Non availability of equipment: As per tender document.	AGREE
39	Compensation (Liquidated damages for failure to supply/ delayed supply, manning, maintenance and operation of the launches): As per	AGREE

**Tender document.**

- |           |   |              |
|-----------|---|--------------|
| <b>40</b> | <b>Price adjustment clause: As per Tender document.</b>   | <b>AGREE</b> |
| <b>41</b> | <b>Compensation against Termination of contract due to Force majeure: As per Tender Document.</b>   | <b>AGREE</b> |
| <b>42</b> | <b>Compensation against Termination of contract due to contractor's default: As per Tender Document.</b>  | <b>AGREE</b> |
| <b>43</b> | <b>Compensation against Termination of contract due to Employer's default: As per Tender Document.</b>  | <b>AGREE</b> |
| <b>44</b> | <b>Technical capacity : As stipulated in Tender document</b>  | <b>AGREE</b> |
| <b>45</b> | <b><u>Financial capacity</u> : As stipulated in Tender document</b>   | <b>AGREE</b> |
| <b>46</b> | <b><u>DOCK PERMITS</u> :</b><br><b>The cost of the permits will have to be borne by the contractor.</b>   | <b>AGREE</b> |
| <b>47</b> | <b><u>INDEPENDENT ENGINEER:</u></b><br><b>As per Tender document.</b>   | <b>AGREE</b> |
| <b>48</b> | <b><u>JURISDICTION OF COURT</u> :</b><br><b>The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.</b>  | <b>AGREE</b> |
| <b>49</b> | <b><u>PERSONAL PROTECTIVE EQUIPMENT (PPE):</u></b><br><b>Contractor and their workmen including support staff must use PPE i.e. safety helmet etc. at the time of functioning inside the dock premises.</b> | <b>AGREE</b> |

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
MARINE OPERATIONS DIVISION

TENDER DOCUMENT

FOR

SUPPLYING, MANNING AND OPERATING FOUR MOORING BOAT FOR MOORING OF  
VESSELS AT OIL JETTIES, IMPOUNDED DOCK AND OTHER MISCELLANEOUS WORKS  
UNDER HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

June, 2019

**NOTICE INVITING TENDER**  
**KOLKATA PORT TRUST, HALDIA DOCK COMPLEX**  
**INVITES**

Tender for “Supplying, manning and operating four (4) mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works under Haldia Dock Complex, Kolkata Port Trust”.

Kolkata Port Trust, Haldia Dock Complex intends to invite e-tenders for Supplying, manning and operating four mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works under Haldia Dock Complex, Kolkata Port Trust.

Tender number: MMO/158/HIRE/CRFT/GEN/581

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**ESTIMATED VALUE OF THE TENDER FOR THREE YEARS IN INDIAN RUPEES IS**  
**RS 11,77,125/- FOR ONE BOAT**  
**RS 23,54,250/- FOR TWO BOATS**  
**RS 35,31,375/- FOR THREE BOATS**  
**RS 47,08,500/- FOR FOUR BOATS**

**Details of Earnest money 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) Ref. No.:**
- f) Date of payment:**

**Bidders should deposit Bid Document Fee before filling and submission of bids.**

**Details of Bid Document 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) Ref. No.:**
- f) Date of payment:**

## ABBREVIATIONS/DEFINATION

Tender	:	e-tender
KoPT	:	Kolkata Port Trust
HDC	:	Haldia Dock Complex
M.O.	:	Marine Operation
Sq.M.	:	Square Meter
OEM	:	Original Equipment Manufacturer
RPFC	:	Regional Provident Fund Commissioner
ESI	:	Employee State Insurance
SoR	:	Scale of Rates
EPF	:	Employee's Provident Fund
JV	:	Joint Venture
Applicant	:	Bidder
Contractor	:	Successful Bidder
BQ	:	Bill of quantities

### 1) Scope of Work:

Supply and operation of Four (4) wooden/ steel body motor Boat of specifications given hereunder in good condition primarily for mooring of vessels at oil jetties and impounded dock, ferrying of officials of Haldia Dock Complex (hereinafter referred as HDC), and/or HDC's guests/ agents, placing of pollution control equipments, pneumatic rubber fenders and execution of other related works under control of HDC as per instruction of Head of Marine Operation Division, HDC or his representative.

### 2. Specification of the Boats:

- 2.1 Contractor shall have to supply good conditioned wooden/ steel body motor Boats, conforming to the minimum stipulations regarding BHP of engine mentioned at Schedule – M of this tender document and acceptable to HDC. The Boat should be highly maneuverable and capable to tow mooring lines including wires from the vessels to the shore dolphins.
- 2.2 A silencer of sufficient capacity to be fitted to reduce the noise of the engine to minimum.
- 2.3
  - (a) The Boats should be properly painted.
  - (b) One fully equipped First Aid Box, life jackets, life buoys and communication equipments should be provided in every boat.
- 2.4 The boat to be supplied should hold the following certificates during the entire period of the contract:-

- (a) Registration Certificate for Plying/ Trading (issued by IWT Directorate; Transport Deptt.; Govt. of West Bengal or Zila Parishad/ Gram Panchayat / Fisheries / Kolkata Port / Any other Statutory Body).
- (b) In case the boat is not owned by the bidder, agreement with the boat owner for supply of the boat in good condition for the entire period of contract to be submitted by the bidder.

2.5 The boats must have 2 sets of bollards on either side of the centre line at Forward and Aft for securing mooring lines.

2.6 Each boat should have a dedicated mobile connection.

### 3. Present utilization Patterns.

At present four Boats are hired for above purpose on a regular basis. There shall be a cap of 390 hrs per month for a month of 30 days and proportionately raised for a month of 31 days, on the running of the four mooring boats.

### 4. Participation:

- (a) Bidders may submit offer subject to specifically satisfying eligibility criteria as given at item no.5.
- (b) Bidders may bid for one or multiple mooring boats

### 5. Eligibility criteria

**Work Experience and Financial Capability :-**

Supplying, manning and operating four mooring boat for mooring of vessels at any place.

#### I. For One Boat :

- a) The bidder must possess experience of having successfully completed works/contracts relating to supply, manning and operation of mooring boats/ Boats in Govt./Public/Private sector enterprise during a period of last 7 years ending last day of the month previous to the one in which tender is invited which should be in the following manner :-
  - 1 At least 3 works/contracts each costing not less than Rs 4,70,850/-.
  - Or
  - 2. At least 2 works/contracts each costing not less than Rs 5,88,562.50/-Or
  - 3 At least 1 work/contract costing not less than Rs 9,41,700/-
- b) The bidder during a period of last 3 years (ending on 31.03.2018) or last completed financial year should have Average Annual Financial Turnover of minimum of Rs. 3,53,137.5/-.

#### II. For Two Boats:

- a) The bidder must possess experience of having successfully completed works/contracts relating to supply, manning and operation of mooring boats/ Boats in Govt./Public/Private sector enterprise during a period of last 7 years ending last day of the month previous to the one in which tender is invited which should be in the following manner :-

- 1 At least 3 works/contracts each costing not less than Rs 9,41,700/-.
- Or

2. At least 2 works/contracts each costing not less than Rs 11,77,125/-Or
3. At least 1 work/contract costing not less than Rs 18,83,400/-

- b) The bidder during a period of last 3 years (ending on 31.03.2018) or last completed financial year should have Average Annual Financial Turnover of minimum of Rs. 7,06,275/-.

### **III For Three Boats:**

- a) The bidder must possess experience of having successfully completed works/contracts relating to supply, manning and operation of mooring boats/ Boats in Govt./Public/Private sector enterprise during a period of last 7 years ending last day of the month previous to the one in which tender is invited which should be in the following manner :-

- 1 At least 3 works/contracts each costing not less than Rs 14,12,550/-.
- Or
2. At least 2 works/contracts each costing not less than Rs 17,65,687.50/-Or
3. At least 1 work/contract costing not less than Rs 28,25,100/-

- b) The bidder during a period of last 3 years (ending on 31.03.2018) or last completed financial year should have Average Annual Financial Turnover of minimum of Rs. 10,59,412.50/-.

### **IV For Four Boats:**

- a) The bidder must possess experience of having successfully completed works/contracts relating to supply, manning and operation of mooring boats/ Boats in Govt./Public/Private sector enterprise during a period of last 7 years ending last day of the month previous to the one in which tender is invited which should be in the following manner :-

- 1 At least 3 works/contracts each costing not less than Rs 18,83,400/-.
- Or
2. At least 2 works/contracts each costing not less than Rs 23,54,250/-Or
3. At least 1 work/contract costing not less than Rs 37,66,800/-

- b) The bidder during a period of last 3 years (ending on 31.03.2018) or last completed financial year should have Average Annual Financial Turnover of minimum of Rs. 14,12,550/-.

### **6. Document to be submitted along with Techno-Commercial Bid (cover-1).**

#### **A)Required Documents:**

- a) Annexure – I (Declaration by the bidder)
- b) Annexure – II (Integrity Pact)
- c) Annexure – IV (In case of Joint Ventures/ Consortium Agreement)



- d) Annexure – V (Form of Tender)
- e) Annexure – VI (Form of Affidavit for ESI Exemption).
- f) Annexure – VII (Indemnity Bond)
- g) Annexure – IX (signed and stamped copy of GCC)
- h) Schedule M – filled up for each boat separately
- h) Signed and stamped copy of the Tender Document.
- i) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- j) 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.
- k) Copy of up to date Professional Tax Payment Challan.**
- l) Copy of Boat Registration Certificate**
- m) Copy of valid Certificate for E.P.F. & E.S.I. indicating respective Code No(s).**
- n) Copies of valid Trade Licence.**
- o) Partnership deed (duly attested) in case the bidder is a partnership firm.**
- p) Certified copy of Memorandum of Association in case the bidder is a company**
- q) The bidder should have registered for GST and should submit a copy of GST Registration Certificate**

**B) Essentially required documents:**

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

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

- b. Certified Copies of Audited Annual accounts i.e. Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2018. In case the audited accounts of 2017-2018 is not ready, a certificate from the statutory auditor of the firm indicating the turnover of the firm during 2017-18 may be submitted.**

**Note: Bid will be considered rejected if any of the essential documents to be submitted along with Techno-Commercial Bid is not submitted by bidder**

**7. Instruction to Bidder –**

**7.1 Estimated Cost**

**Based on the expenditure incurred towards the present contract for supply and operation of Boats under Haldia Dock Complex, the total estimated expenditure for four boats is likely to be as follows- Rs 47,08,500/-**

- 7.2 This quotation is for establishing the rates only. Requisition / Order for supply of Boats shall be placed as per Trustees' requirement.**

- 7.3 a) Rates shall include all taxes and charges payable for running and operating the Boat**

excluding Goods and Services Tax, if any.

b) Goods and Services Tax, if applicable, would be paid in actual and should not be incorporated in the quoted rate. For this the successful bidder has to submit Goods and Services Tax Registration No./Code No. and other relevant documents as may be asked by Haldia Dock Complex after receiving order.

7.4 The bidder shall quote rate against each item of the 'Schedule of Rates' separately in figure as well as in words. No alternative mode of offer shall be accepted. Incomplete 'Schedule of Rates' shall liable the tender to be cancelled.

#### **8.0 INSTRUCTION FOR FILLING THE BIDS:**

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

8.2 Bidders shall sign their proposal and all attached documents with the exact name of the firm. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization.

8.3 Each page of the submitted 'Bid document' shall be signed by a duly authorized officer and in case of a Corporation same shall be sealed with the corporate seal or otherwise appropriately executed under seal.

8.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust, Haldia Dock Complex may reject outright any bid unsupported by adequate proof of the signatory's authority.

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

8.6 Bidders should indicate at the time of quoting against this bid their full postal and Telegraphic/Telex/E-mail address.

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

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

8.9 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust, Haldia Dock Complex in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the said bidder and the bidder fails to submit Security Deposit in stipulated time, the Earnest Money will be forfeited.

8.10 The rate quoted by the bidders shall be inclusive of all Taxes and Duties.

8.11 GST thereon will be paid extra as per extant provisions of law in force, against bills raised by the Contractor as per GST Act & Rules. If required by KoPT, HDC the Contractor will also be required to submit proof of deposition of the Goods & Service Tax to the Government.

8.12 Kolkata Port Trust, Haldia Dock Complex reserves the right to ask any of the bidders, to submit a break-up of the quoted prices with adequate justification for each component. Bidders to confirm in writing in the Form of Tender(Annexure – V) that should Kolkata Port Trust, Haldia Dock Complex 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, HDC, 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, HDC, their Tender may be cancelled by Kolkata Port Trust, Haldia Dock Complex.

- 8.13 **Manager (Marine Operations)** 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 Manager, Marine Operations taken unilaterally will be final and binding on the bidder.

**9.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION:**

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

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

**10.0 PRICING OF THE BID:**

**10.1 General.**

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

**10.2 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.

**10.3 Validity of Price Bid.**

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

#### **10.4 Duties and Taxes.**

Quoted price should be inclusive of all taxes and duties except GST. Duties and Taxes, whether Indian or Foreign, if any, levied upon the boats, equipment etc. or on the works included in this Bid, 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 boats shall bear all taxes and duties both direct and indirect except GST for the works done under the contract.

However, GST will be paid extra as per extent provision of Law time being in force, against bills raised by the Contractor as per the provisions of GST Rule/Act. The Contractor will also be required to upload the return within scheduled time as required by GST Rule/Act so that Haldia Dock Complex can avail the credit of the GST paid to the contractor.

#### **10.5 Price variation clause( HSD) has been included in this contract except for foreign exchange rate fluctuation.**

#### **10.6 DELIVERY/ REDELIVERY of all materials, plants, boats, equipments, machinery and personnel etc. will be at Haldia.**

#### **10.7 While evaluating tender, regard would be paid to National Defence and Security consideration.**

#### **11.0 Integrity Pact:-**

(a) The Bidder shall have to submit the duly filled-in, signed and stamped (on each page) Integrity Pact in plain paper enclosed at Annexure – II along with the techno- commercial bid of their offer, failing which their offer will not be considered any further.

(b) Names of the Independent External Monitors (IEM) for this tender will be provided, if necessary, after the pre-bid meeting.

#### **12.0 Mobilisation Time:**

- 1) On placement of work order, all materials, plants, boat/s, equipments, machinery and personnel etc. are to be made available at Haldia and commence operation within 15 days.

If the contractor fails to mobilize and commence operations within 15 days from the date of placement of the work order, the Liquidated Damage clause of General Conditions of the Contract shall come into effect. The contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.

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

All other terms and conditions shall be as per HDC, KoPT's 'General Conditions of Contract'.

#### **13.0 In case of unscheduled Holiday/Bundh on the last date of submission of tenders, the same will be automatically extended up to next working day. Similarly in case of unscheduled Holiday/ Bundh on the date of opening of bids, the same will be automatically extended upto next working day.**

#### **13.1 The bidder shall be deemed to have carefully examined and fully understood the Instruction to Bidders, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Specification of Boats, Escalation Clause, Scope of Work, Compensation, Period of Contract and other aspects which may directly or indirectly affect the contract.**

- 13.2 The tender including Price Bid shall remain valid for acceptance for a period of six months from the date of opening of the tender.
- 13.3 The bidder shall be required to produce the relevant certificates, the proof of having paid all taxes, insurance premium etc. and copies of survey certificate in respect of the Boat(s) intended to be supplied to the Trustees and all other relevant documents as mentioned at Clause 2.4 & 6 above in original as and when required by the Trustees.
- 13.4 The bidder shall furnish the address of his registered office, local office at Haldia with telephone numbers, fax numbers, email ids for all the offices concerned.
- 13.5 The bidder shall provide communication facility round-o- clock (means 24 hours in a day) in the Boats at his own cost and expenses.
- 13.6 Trustees reserve the right to accept or reject any tender either in part or in full without assigning any reason. Any incomplete tender is liable to be rejected.
- 13.7 Trustees do not bind themselves to accept the lowest or any tender or to assign any reason thereof.
- 13.8 KoPT's General Conditions of Contract shall be applicable for the present contract. The bidders may like to inspect the same during office hours at the office of the Head of Marine Operation Division, Haldia Dock Complex , Jawahar Tower, Haldia Township, Haldia –721 607. They may also download the same along with the tender document available at KoPT websites of KoPT at [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) [www.haldiadock.wb.gov.in](http://www.haldiadock.wb.gov.in)

**14.0 Evaluation Criteria of Tender:**

The applications will be examined and evaluated in the following manner:

- i) A) At first KoPT will examine whether the tender has been submitted in the manner provided under clause-8 viz. Instruction to the Bidders.
- ii) KoPT will open both the Techno Commercial part as well as Price part simultaneously.
- iii) KoPT will thereafter, examine whether the bidder has submitted all necessary documents along with the techno commercial offer as mentioned at clause-6 of the tender document.
- iv) After ascertaining that the bidders have submitted all the requisite documents, KoPT will examine their techno commercial eligibility as per relevant clauses of the tender.
- v) Evaluation of the offers received from the techno commercially qualified bidders will be based on the minimum financial involvement to the port i.e. the lowest offer will be accepted as per the methodology given hereunder. For evaluation, the offered rate quoted by the party will be considered excluding GST.

14.1 Supplying, manning and operating four (4) mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works under Haldia Dock Complex, Kolkata Port Trust

Format of Price Bid for each boat:-

Table-1

Type of vehicle(I)	Description(II)	Rate (III)	Unit(IV)
Wooden/ steel Body Motor Boat (round-o-clock duty)	(A) <u>Fixed Charge</u> : Supplying, manning and operating one (1) mooring boat for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works (see scope of work) under Haldia Dock Complex, Kolkata Port Trust	Rs. _____	Per day
	(B) <u>Running Charges</u> : Consumption of HSD per hour of running at a min. engine speed of 8 knots.	_____ ltrs	Per hour

Evaluation Criteria: Ax365+ BxHSD rate at IOCL outlet at Haldia one day before activation of the tender (i.e. Rs 65.27 as on 14/06/2019) x1000

NOTE:

(1) No rate should be quoted by the bidder in column-III of the above table.

**SPECIAL CONDITIONS OF THE CONTRACT**

**1. Timings :**

- 1.1 The Duty hours of the Boats would be round-o-clock means 24 hours in a day.
- 1.2 For the purpose of this tender, the period of a 'day' means mid-night of a day to mid-night of the next day and 'month' means English Calendar month.

**2 Requirement of Boats :**

- 2.1 Four wooden/ steel Boats shall have to be supplied and operated per day by the contractor

**Note:** KoPT shall enjoy the right for discontinuation of hiring of the boat with a notice period of 90 days.

- 2.2 Any-non-requirement of Boat during any day in supersession of normal deployment shall be intimated to the contractor by the Head of Marine Operation Division, HDC or his authorized representatives with prior notice of 24 hours. The contractor shall not be paid any of the charges (both fixed and variable) as mentioned in the "Schedule of Rates" for any day of non-booking of the Boat.
- 2.3 During currency of the contract, as and when required by HDC, the contractor may be required to provide additional Boat of similar kind at the same rate, terms and conditions. Such additional Boat shall have to be provided by the contractor to HDC within two days from the date of issue of the order in this regard by the Head of Marine Operation Division, HDC failing which the contractor shall be liable to pay penalty for non supply in terms of Clause 4 of the Special Condition of the Contract.

**3 Accommodation :**

For housing the contractor's staff engaged in this work, the contractor shall have to make his own arrangement at his own cost and expenses.

**4 Non Supply of Boat :**

- 4.1 In case of failure to supply of Boat, in addition to non payment of daily hire charge ,the contractor shall also be liable to pay compensation at the rate specified below :-

- (a) Non-supply of a Boat : 50% of the daily hire rate of the Boat.  
For a day.
- (b) Part-failure of a Boat :Rs. 150/- per Boat per hour or part thereof  
during duty hours. Subject to the maximum of 50% of the daily hire rate of the Boat.

Such recovery will be made from the running bill of the contractor.

In the matter of recovery for non-supply/ part failure of the Boat, decision of Head of Marine Operation Division, HDC shall be final and binding on the contractor.

**5 Period of Contract :**

- 5.1. The contractor shall remain valid for a period for a period of three years. The rates quoted by the bidder in the 'Schedule of Rates' shall accordingly remain valid for the said period and shall not undergo any variation.

- 5.2. Supply of Boat may discontinue partially / fully or the contract may be foreclosed at the option of HDC, KoPT with 3 months notice any time during the currency of the contract. No payment as compensation or in any other form shall be made by HDC, KoPT to the contractor after expiry of the notice period mentioned above.

**6 Termination of Contract :**

- 6.1 If at any time during the period of contract it is observed that Boat / is not being supplied as per desired specification and / or the legal obligations in respect of supply and operation of Boat is not being fulfilled by the contractor and, the Head of Marine Operation Division, HDC through his authorized representative shall assess the position and if he is in the opinion that the condition of the Boat and / or the operation of the Boat is not to the satisfaction of the management and / or legal obligations are not being fulfilled by the contractor and / or the necessity of hiring Boat no longer exists, Head of Marine Operation Division, HDC shall terminate full or part of the contract after giving 7 days notice and his decision in the matter shall be final and binding on the contractor.
- 6.2. Upon termination of the contract, for the reasons attributable to the contractor as indicated in Clause 4 of the Special Condition of the Contract, the Head of Marine Operation Division, HDC shall be entitled to carry on the Boat services at the risk and expenditure of the contractor through an independent agency for the balance period of the contract. The Head of Marine Operation Division, HDC shall also be entitled to recover from the contractor in addition to any other amount, compensation or damages that HDC is entitled to in terms of the other relevant clauses in the contract.

**7 Escalation/ De-escalation :**

During the period of contract i.e. for a period of 3 years, the contractor shall not be entitled to any escalation/ de-escalation for any increase in the price of labour, materials, spares or any other item except for fuel oil (HSD). The rate of escalation/ de-escalation for HSD shall be the actual differences between the rate of fuel prevailing at the retail IOCL outlet at Haldia one day before the activation of the tender (i.e. Rs 65.27 as on 14/06/2019) and the monthly average rate of fuel price(HSD) escalated/ de-escalated. The payment of the cost of consumption of HSD will be made only on the monthly average of the HSD rate prevailing at the IOCL outlet for the entire month. For the purpose of calculation, the escalation/ de-escalation on account of fuel, the rate of consumption of HSD in litres declared by the bidder in the price bid shall be considered.

**8 Operation and Maintenance Crew :**

- 8.1 The contractor shall at his cost maintain adequate manpower for unhindered operation of the boats. The crew members shall be in uniform while on duty. The crew must possess, at all the time, valid license for operating Boat and shall have sufficient experience in the line with good record of operating Boat.
- 8.2 The contractor shall be responsible for satisfactory service of his employees. In the event of HDC being not satisfied with the conduct of any crew member provided by the contractor, the contractor shall forthwith replace the crew concerned on being advised by the Head of Marine Operation Division, HDC to do so.

**9 Running and Maintenance :**

- 9.1 The Boats on hire shall be kept in good operating condition at all times during the period of contract.
- 9.2 Procurement of fuel, lubricants, spares etc. shall be arranged by the contractor at his own cost.
- 9.3 All maintenance, repairs, check up etc. shall be arranged by the contractor at his own cost.



- 9.4 The contractor shall arrange for refueling of the Boat without hampering HDC's works at his cost. If HDC's works suffer for refueling of Boat, the same shall be dealt as per provisions of clause 4 of the Special Conditions of the Contract.
- 9.5 In case of breakdown/ accident or withdrawal of Boat by the contractor for any reasons whatsoever, suitable replacement shall be immediately made by the contractor by providing another Boat of required specification and acceptable to HDC. Otherwise, the same shall be dealt as per provisions of Clause 4 of the Special Conditions of the Contract.
- 9.6 In case any fuel is issued to the contractor from HDC's pump, cost of the same shall be recovered from the running bill of the contractor at the HDC's cost price plus 19.25% departmental charge.
- 9.7 In case of abandonment of the work of supplying Boat to HDC and of not operating the same within the contract period, HDC shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.

**10 Contractor to indemnify KoPT.**

The contractor shall indemnify and keep indemnified KoPT and its every member, officer and staff of the KoPT against all actions proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure or default by the contractor in due performance of his obligations under this contract.

**11. Security Deposit :**

- 11.1 Successful bidder shall have to submit Security Deposit amount equivalent to 10% of the contract value till Rs 10,00,000 + 7.5% of the contract value for the range of Rs 10,00,000 to 20,00,000 + 5 % of the contract value beyond Rs 20,00,000 either in DD or Bank Guarantee from a nationalized Bank having a branch at Haldia/ Kolkata.
- 11.2 The Earnest Money deposited by the successful bidder shall be converted to part of Security Deposit and the balance Security Deposit shall have to be deposited either in DD or Bank Guarantee [in a non Judicial Stamp paper of denomination of Rs. 50/- or more and as per proforma available with Manager (Finance), HDC, KoPT] within a month from the date of commencement of the contract. If the successful bidder fails to pay the Security Deposit as indicated above, the balance Security Deposit shall be recovered from the running bill of the contractor till the same is recovered with applicable charges.
- 11.2 The Security Deposit shall be held by the Manager (Marine Operations), 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 without interest subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.

**12. Payment of bills:**

- 12.1 The contractor shall submit bills (3 copies) in every month along with the relevant log books and monthly trip statements/engine runs duly certified by the using officials to the office of the Head of Marine Operation Division, HDC. Payment will be made within 30 working days from the date of submission of clear bills. The payment of the cost of consumption of HSD will be made as per the clause 7 of the Special Conditions of the Contract i.e. Monthly average escalation/de-escalation basis.
- 12.2 Payment to the contractor shall be made directly to the designated bank of the contractor through ECS mode.

**13. Supply of Sub Standard Boat :**

**13.1 No relaxation shall be made regarding specification of Boats as stipulated in the tender document.**

**13.2 In case the contractor provides Boat the standard of which is not upto the satisfaction of HDC and / or the Boat supplied is not as per the specification of the Boat, the rate of fixed charge shall be reduced @ 20% per day for the first ten days, @ 40% per day for the next ten days and @ 50% per day thereafter for each sub standard boat. If the sub standard Boat is not replaced for more than 20 days, action in terms of Clause 4 of the Special Conditions of the Contract shall also be taken.**

**13.3 The decision of the Head of Marine Operation Division, HDC in the matter shall be final and binding on the contractor.**

**14 Log Book :**

**14.1 Printed Log Book in prescribed format shall have to be supplied by the contractor at his own cost for each Boat.**

**14.2 The elaborate description of journey shall be recorded in the Log Book for each trip and the same shall be signed by the authorized official of HDC. The corresponding timings shall also be recorded in the Log book regularly.**

**14.3 The details recorded in the Log Book and duly signed by the authorized official of HDC shall form the basis of payment.**

**14.4 Payment shall be made strictly, as per provisions of the 'Schedule of Rates'. No other charges whatsoever shall be admitted separately.**

**15. Placing of Boats for inspection before commencement of contract :**

**15.1 The contractor shall place the Boats at HDC's Tug jetty as per specification intended to be supplied to HDC along with relevant papers before Head of Marine Division, HDC for his acceptance within 15 days from the receipt of the order by the contractor.**

**15.2 In case of failure to do so, the Earnest Money shall be liable to forfeiture without prejudice to any other action HDC may deem fit to take, and the offer of the contractor shall be liable to be rejected.**

**16. Periodical inspection during contract period :**

**16.1 During currency of the contract, the Boat shall be subject to periodic inspection by a committee to be constituted by the Head of Marine Operations Division, Haldia Dock Complex. If the Boat is found to be unacceptable / sub-standard for service, the same shall be forthwith replaced / repaired by the contractor by another Boat of required specification and acceptable to HDC.**

**16.2 If the contractor does not discontinue supply of sub-standard Boat to HDC, the rate of fixed charge for such sub-standard Boat shall be paid in accordance with the provision of Clause 13.2 of the Special Condition of the Contract.**

**17. Taxes, Labour Laws and other requirements :**

**17.1 The contractor shall fulfill all legal obligations in respect of supply of Boats. HDC shall accept no liability whatsoever in the matter including accident, damages etc. In case of any injury/death**

due to accident, the contractor shall pay adequate compensation him forthwith, under intimation the Head of Marine Operations Division, HDC.

- 17.2 The contractor shall be fully and exclusively liable for the payment of any and all taxes now or hereafter imposed, increased or modified and all taxes now in force and hereafter increased, imposed or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government/local bodies which are imposed with respect to or covered by the wages, salaries or other compensations, paid to the persons employed by the contractor . HDC shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep HDC indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment of wages / salaries and other payments due to his employees and furnish necessary proof whenever required by HDC. The contractor shall be liable to pay any increase of wages/salaries of his employees during the contractual period under the provisions of Minimum Wages Act.
- 17.3 The contractor shall be responsible for the compliance with all, laws and regulations applicable to the area with regard to the performance of work including the I.S.V. Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act – 1970, Industrial Dispute Act – 1947, Shops and Commercial Establishment Act, ESI Act, Payment of Wages Act, Bonus Act, Employees Provident Funds Act, Factory Act, Workmen's Compensation Act etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.
- 17.4 The contractor shall defend, indemnify and hold HDC harmless from any liability or penalty, which may be imposed by the Central / State Government or local authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work provided by this contract including any liability that may arise out of any accident whether caused by the employees of the contractor or by the third parties or by the Central or State Government authority.
- 17.5 The contractor shall at his cost arrange all permits, permission / approval from any authorities whatsoever, in connection with plying of the Boat.
- 17.6 The provisions of the EPF, ESI & MPT Act – 1963 and the rules / schemes framed thereunder shall be applicable to the contractor and his eligible employees engaged for this work.
- 17.7 The contractor shall indemnify the Trustees from the possible future demands of workers/employees engaged by them under this contract, for absorption in HDC/KoPT. It shall be the responsibility of the contractor to address and solve such demands if such a situation arises. HDC/KoPT shall have no liability whatsoever in the matter.
18. The contractor will be issued permits, the cost of which will be borne by him, for his men, materials carrying transport equipment etc. when they are executing works awarded by KoPT, HDC inside prohibited areas.
19. Insurance:
- The Boats provided to HDC at any point of time during the contract period shall be covered by the comprehensive insurance.
20. Agreement:
- The successful bidder shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non Judicial Stamp paper valued at Rs. 50/- or more signed jointly with HDC under official seals. Form of such agreement will be available in the office of the Head of Marine Operations Division, Haldia Dock Complex.

**21. Non-assignability :**

**No part of the contract or any share or interest therein shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever.**

**22. Safety:**

**The contractor shall adopt all necessary safeguards against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and for safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act-1986 and Dock Workers (Safety, Health and Welfare) Regulations-1990.**

- i. The contractor shall provide all necessary first aid measures, rescue and life saving equipment which should always be available in proper working condition.**
- ii. The contractor shall provide all relevant PPE's (Personal Protective Equipment) to all workers as will be directed by HDC/KoPT.**
- iii. The Contractor shall adopt all the safety measures at his own cost.**

**DECLARATION BY THE BIDDER**

1. I / We have carefully examined and fully understood the Instruction to Bidders, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Specification of Boats, Escalation Clause, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I/ We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.
3. I / We have submitted our offer for the subject work.
4. I / We have signed all the pages of the Techno-Commercial part of this tender document and have submitted the same with the Techno-Commercial part of my offer.
5. I / We have signed all the pages of the Price part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
6. I/We have not been de-barred or de-listed by any Govt. or quasi-Govt. agencies or PSUs in India.
7. I/We declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of Haldia Dock Complex, KoPT.
8. I / We have submitted copies of the required documents as mentioned at Clause 6 of the "Detailed Tender Notice" of the tender.
9. I/ We have submitted detailed specification of the Boats that I/we intend to supply as per Schedule – M given in this tender document

10. Office Address is \_\_\_\_\_ Local Office at Haldia \_\_\_\_\_  
\_\_\_\_\_

11. Telephone No. is \_\_\_\_\_ Telephone No. is \_\_\_\_\_

12. Mobile Number is \_\_\_\_\_ Mobile Number is \_\_\_\_\_

Date :

\_\_\_\_\_  
Signature of the Bidder  
with office seal.

**Witness**

( 1 )

Name :

Signature :

Address :

( 2 )

Name :

Signature :

Address :

**INTEGRITY PACT**

**Between**

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

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

**Preamble**

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

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

**NOW, THEREFORE,**

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

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

**Section 1 - Commitments of the Principal/ Employer**

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

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

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

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

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

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

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

## **Section 4 – Compensation for Damages**

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

#### **Section 5 - Previous transgression**

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

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

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

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

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

#### **Section 8 – Roll of Independent External Monitor (IEM)**

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER/CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/contractor/ Sub-Contractor(s) with confidentiality.
- (g) The Monitor will submit a written report to the designated Authority of Principal/Employer/Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Employer/Bidder/Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor(s) appointed for the purpose of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to



discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

#### **Section 9 – Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/ CONTRACTORS and the BIDDER/ CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **Section 10 - Pact Duration:**

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

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

#### **Section 11 - Other Provisions:**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing, in English.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Principal)  
(Office Seal)

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

Place.....

Date.....

Witness 1:

(Name & Address) \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

**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 fulfillment 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 advice 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..... Bank ..... Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us..... Bank..... Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We ..... Bank..... Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the 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 of .....days of.....20.. and subject also to the provision that the Trustees shall have no right to demand payment against this

guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by US..... Bank..... Branch, in further extending the said validity period of 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 us .....Bank .....Branch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)

**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 \_\_\_\_\_ 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 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 turn over 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 Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.

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

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

**10. Opening and operation of Bank Account:**

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

IN WITNESS WHEREOF the Parties hereto have signed hereunder at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Party of First Part

Party of Second Part

Witness:

1)

2)

**FORM OF TENDER**

To  
The Manager (Marine Operations),  
Haldia Dock Complex,  
Kolkata Port Trust,  
P.O.- Haldia,  
Dist.- Purbe Medinipur,  
Pin.- 721604

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of Tender and General Conditions of Contract hereby Tender for " Supplying, manning and operating four(4) mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works under Haldia Dock Complex, Kolkata Port Trust " in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

The offers 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 submitted Rs .....as Earnest Money in form of DD/Banker Cheque in favour of Kolkata Port Trust, copy of which is attached.

We also agree to abide by this Tender for a period of 180 days from the closing date of this Tender and in default of our so doing , the Earnest Money of..... deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust, Haldia Dock Complex 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 Trust, Haldia Dock Complex 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.....  
Full Address

Signature.....  
(Seal)

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

**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**

**(On the Rs. Ten Non Judicial Stamp paper)**

**BEFORE THE 1<sup>st</sup>. CLASS MAGISTRATE AT .....**

**AFFIDAVIT**

I .....son of .....aged  
about

.....year, by faith .....by occupation .....residing at ....., do hereby  
solemnly affirm and declare as follows:-

THAT I am the proprietor/ partner of .....having office at ..... and carrying  
out 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**

**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 Operation Division, Haldia Dock Complex, Kolkata Port Trust ( A statutory Body under MPT Act ,1963). WHEREAS , the said Haldia Dock Complex, Kolkata Port Trust had asked 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 on the..... day of ..... in  
the year .....at .....

**Sureties****Signature of the Indemnifier**

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

**Witnesses**

Name :

Signature :

Address :



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

**AGREEMENT FOR HIRING OF FOUR MOORING BOATS**

This Agreement made on the ..... day of ..... 2019 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 ..... mooring boats including the work specified in the Bid document should be carried out by the above boat in satisfactory manner and have accepted a tender by the contractor for the said work NOW THIS AGREEMENT 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 ..... mooring boats with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of 3 years .
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

Manager, Marine Operations,  
Haldia Dock Complex, KoPT

Witness

1.....

2.....

## GENERAL CONDITIONS OF CONTRACT

**‘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). ( <http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=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 main tender document (other than Appendices) including the ‘General Conditions of Contract, Forms and Agreements’ shall prevail.**

**SCHEDULE 'M'****SPECIFICATIONS**

**(This should be filled up for the Boat and submitted with  
the Techno-Commercial part)**

**(To be filled up for each boat separately)**

1	Name of the Boat	
2	Name and address of the owner of the Boat.	
3	Length of Boat (should be not less than 30 ft.)	
4	Breadth (should not be less than 08 ft.)	
5	Depth	
6	Main Engine (No., Make, BHP) (Horse Power of Engine should not be less than 165±5% BHP )	
7	Year of Build & Official No. as per Certificate of Registration.	
8	Speed (in knots) should not be less than 8 kots	
9.	Validity of certificate of the boats for Plying/ Trading. Certification by IWT/ State Fisheries Department/ Zilla Parishad/ Gram Panchayat will be accepted.	
10.	Insurance of the boats and boat crew. However, in case of wooden boats, which are not insured by the Insurance companies, an undertaking from the contractor that he would salvage the boat at his own cost within a fortnight of damage.	

Date : \_\_\_\_\_

(Signature of the bidder with office seal)

**KOLKATA PORT TRUST**  
**HALDIA DOCK COMPLEX**

**TENDER DOCUMENT**

**F O R**

**SUPPLYING, MANNING AND OPERATING FOUR (4) MOORING BOATs FOR MOORING OF VESSELS AT OIL JETTIES, IMPONDED DOCK AND OTHER MISCELLANEOUS WORKS UNDER HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

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**PRICE PART**

[Bid not to be quoted here, quote only online]

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX****SCHEDULE OF RATES : MOORING BOAT -I**

Type of vehicle	Description	Rate	Unit
Wooden/ steel Body Motor Boat (round-o- clock duty)	<b>(A) <u>Fixed Charge</u> :</b>  Supplying, manning and operating one (1) no mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works (see scope of work) under Haldia Dock Complex, Kolkata Port Trust	Rs. _____	Per mooring boat per day
	<b>(B) <u>Running Charges</u> :</b>  Consumption of HSD per hour of running at a min. engine speed of 8 knots.	_____ltrs	Per mooring boat per hour

Total Fixed Charge for one year for one mooring boat = A X 365 = ..... - M

Total Running Charges for one year for one mooring boat = B X 1000 X Rate of HSD will be one day before the activation of the tender (i.e. Rs 65.27 as on 14/06/2019) = ..... - N  
(Considering average running hours per boat as 1000 hours per year)

Total Cost for one year for one mooring boat = M+N = .....

Dated : \_\_\_\_\_

(Signature of the bidder with office seal)

Address : \_\_\_\_\_

\_\_\_\_\_

[Bid not to be quoted here, quote only online]

**SCHEDULE OF RATES : MOORING BOAT -II**

Type of vehicle	Description	Rate	Unit
Wooden/ steel Body Motor Boat (round-o-clock duty)	(A) <u>Fixed Charge</u> :  Supplying, manning and operating one (1) no mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works (see scope of work) under Haldia Dock Complex, Kolkata Port Trust	Rs. _____	Per mooring boat per day
	(B) <u>Running Charges</u> :  Consumption of HSD per hour of running at a min. engine speed of 8 knots.	_____ltrs	Per mooring boat per hour

Total Fixed Charge for one year for one mooring boat = A X 365 = ..... - M

Total Running Charges for one year for one mooring boat = B X 1000 X Rate of HSD will be one day before the activation of the tender (i.e. Rs 65.27 as on 14/06/2019) = ..... - N  
(Considering average running hours per boat as 1000 hours per year)

Total Cost for one year for one mooring boat = M+N = .....

Dated : \_\_\_\_\_

\_\_\_\_\_  
(Signature of the bidder with office seal)

Address : \_\_\_\_\_

\_\_\_\_\_

[Bid not to be quoted here, quote only online]

**SCHEDULE OF RATES : MOORING BOAT -III**

Type of vehicle	Description	Rate	Unit
Wooden/ steel Body Motor Boat (round-o-clock duty)	(A) <u>Fixed Charge</u> :  Supplying, manning and operating one (1) no mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works (see scope of work) under Haldia Dock Complex, Kolkata Port Trust	Rs. _____	Per mooring boat per day
	(B) <u>Running Charges</u> :  Consumption of HSD per hour of running at a min. engine speed of 8 knots.	_____ltrs	Per mooring boat per hour

Total Fixed Charge for one year for one mooring boat = A X 365 = ..... - M

Total Running Charges for one year for one mooring boat = B X 1000 X Rate of HSD will be one day before the activation of the tender (i.e. Rs 65.27 as on 14/06/2019) = ..... - N  
(Considering average running hours per boat as 1000 hours per year)

Total Cost for one year for one mooring boat = M+N = .....

Dated : \_\_\_\_\_

\_\_\_\_\_  
(Signature of the bidder with office seal)

Address : \_\_\_\_\_

\_\_\_\_\_



[Bid not to be quoted here, quote only online]

**SCHEDULE OF RATES : MOORING BOAT -IV**

Type of vehicle	Description	Rate	Unit
Wooden/ steel Body Motor Boat (round-o-clock duty)	(A) <u>Fixed Charge</u> :  Supplying, manning and operating one (1) no mooring boats for mooring of vessels at Oil Jetties, impounded dock and other miscellaneous works (see scope of work) under Haldia Dock Complex, Kolkata Port Trust	Rs. _____	Per mooring boat per day
	(B) <u>Running Charges</u> :  Consumption of HSD per hour of running at a min. engine speed of 8 knots.	_____ltrs	Per mooring boat per hour

Total Fixed Charge for one year for one mooring boat = A X 365 = ..... - M

Total Running Charges for one year for one mooring boat = B X 1000 X Rate of HSD will be one day before the activation of the tender (i.e. Rs 65.27 as on 14/06/2019) = ..... - N  
(Considering average running hours per boat as 1000 hours per year)

Total Cost for one year for one mooring boat = M+N = .....

Dated : \_\_\_\_\_

(Signature of the bidder with office seal)

Address : \_\_\_\_\_

\_\_\_\_\_