



BID DOCUMENT



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

ISSUED BY

HARBOUR MASTER PORT

KOLKATA PORT TRUST

SUBHASH BHAWAN

40, C.G.R. Road,

KOLKATA – 700 043

TENDER No. MRN/HMP/199/321

Dated : 31.07.2015

Cost of Tender document	Rs.1000/- to be deposited by way of Banker's Cheque payable to <i>“Financial Adviser & Chief Accounts Officer, KoPT”</i>
Earnest Money deposit	Rs.78,000/- to be deposited by way of Banker's Cheque / Bank Draft / Pay Order payable to <i>“Financial Adviser & Chief Accounts Officer, KoPT”</i>
Security Deposit	10% of the contract value.
Sale of Tender Documents	From 31.07.2015 to 31.08.2015 during office hrs. (Except Saturday, Sunday and Holiday) at office of the Harbour Master (Port).
Last date of submission of Tender document	Up to 1200 hrs. on 01.09.2015 at office of the Harbour Master(Port) .
Opening of Techno-commercial Bid of Tender	1400 hrs. on 01.09.2015
Inspection of Mechanised Boat at Baj Baj	On 02.09.2015
Price bid opening	On 04.09.2015
Validity period of Price Bid	6 Months from the date of opening of the Tender.
Period of contract	Three Years
Pre –Bid meeting	20.08.2015

INTRODUCTION OF WORK

Sealed Tenders are invited in prescribed format from bonafide / experienced Launch owners/ operators for supplying a Mechanised Boat on hire as per required specification given in the Tender, for carrying out activities of mooring /unmooring of vessels by KoPT mooring crew at Baj Baj/Kolkata round the clock basis in all weather conditions for a period of three years.

For participation in the Tender, Earnest Money of Rs.78,000/- will have to be deposited by Demand Draft / Banker's Cheque/Pay Order.

The Tender documents can be downloaded directly from the KoPT website www.kolkataporttrust.gov.in and CPP Portal at www.eprocure.gov.in. Amendments, if any, would also appear on this website only, interested firm can make note of the same.

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

WORK TITLE

Tender for engagement of a Mechanised Boat on hire, for carrying out the job of mooring and un-mooring of vessel by KoPT mooring crews at Baj Baj / Kolkata.

SCOPE OF WORK

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

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

- a) The firm must have experience in supplying successfully one Mechanised/motorboat with experienced manning. Performance Certificate and work order/agreement obtained from the previous clients to be produced to establish the credibility. The Mechanised Boat shall be of required specifications as given in the Tender and should have Registration Certificate under I. V. Act and Valid Survey Certificate for plying all 24 hours, capable of assisting in mooring/unmooring and allied shipping work. The Mechanised Boat should be capable of passing under the gangways of the jetties to fulfill the requirement of mooring/unmooring of the vessels at Baj-Baj/ Kolkata docks.

- b) The firm must have experience of having successfully completed similar works during the last 7 years up to 31st March, 2014, in the following manner:-
- i. 3 (three) similar completed works each costing not less than 40% of the tender value
 - Or**
 - ii. 2 (two) similar completed works each costing not less than 50% of the tender value
 - Or**
 - iii. 1 (one) similar completed work costing not less than 80% of the tender value
- c) The average annual financial turnover of the firm should not be less than 30% of the tender value in any one year during the last 3 years ending March 2014. The certified copy of balance-sheet as well as profit & loss account are required to be submitted.
- d) The Tenderer must substantiate their experience by valid documents such as Work Order, Performance Certificate, and Completion Certificate etc.
- e) The Tenderer shall be required to submit valid Trade License, PAN, Service Tax Registration certificate.
- f) The past and present performance of contractors would be assessed before processing the tender and Firms found not having satisfactory performances will not be allowed to participate in the tender.
- g) The firm should also submit written declaration that they are compliance with minimum wages act.

“Similar work” means supplying of Mechanised Launch / Boat on hire.

TENDER AUTHORITY:

Harbour Master Port,
Subhas Bhavan,
40 C.G.R. Road,
Kolkata-700 043
Tel / FAX : 24391730

2. **OTHER INSTRUCTIONS**

- a) Application with supporting documents for the Tender shall be submitted to the office of the Harbour Master (Port), Marine Department at Subhas Bhavan, 40 CGR Road, Kolkata-700 043 (Addressed to Harbour Master (Port)).
- b) Application should reach within the specified date and time of submission after which application will not be accepted. Kolkata Port Trust will not be responsible in any way for Postal delay.
- c) Mere issuance of Tender document will not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- d) In case there is an unscheduled Holiday / Bandh / Strike on the prescribed last date of submission, the next working date will be treated as the scheduled prescribed date for the same.

- e) Tender papers (Non-transferable) will be available from the Office of the Harbour Master (Port), Marine Department 40 CGR Road, Kolkata-700 043. The tender paper may also be downloaded from KoPT website: www.kolkataporttrust.gov.in or from CPP Portal www.eprocure.gov.in. Parties downloading the tender paper from KoPT's website should ensure submission of the receipt from Treasurer KoPT for an amount of Rs.1000/- being the cost of Tender document, failing which the tender will not be considered.
- f) Kolkata Port Trust reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- g) While evaluating tenders, National Defense and security aspect of the nation will be given due consideration.
- h) Further amendments, if any, would also appear in the same websites.
- i) The contractor will be issued permits, free of cost for the men, materials, equipment and boat for the purpose of execution of the work awarded to him.

3. MODE OF SUBMISSION OF BID

The tenders are to be submitted in two parts, in duplicate i.e. Part-I & Part –II

- a) Part –I should constitute the Technical Bid and terms and conditions of offer and Part-II should constitute only the Price Bid without any deviation and condition. Two separate covers i.e. Part-I & Part-II are to be sealed in a main cover duly super scribed. Both the covers in the main cover should also be super scribed.

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

- i. Brief particulars of the Firm.
- ii. Current Trade License, Sales Tax Clearance/Vat Certificate, if applicable and Audited Balance Sheet for last 3(three) years. Authenticate documents related to Registration under Service Tax Authority.
- iii. Details of Similar Works previously carried out by the firm with value of each work.
- iv. Performance Certificate of previous works carried out.
- v. Original Bank Draft/Bankers Cheque/pay order payable to “Kolkata Port Trust”.
- vi. A detailed deployment planning for the Tendered “Scope of Work”.
- vii. The details of Equipment/Boat to be deployed for the purpose (as per enclosed format).
- viii. Bid document duly stamped and signed on each page.
- ix. Signed and stamped blank copy of Price format.
- x. Letter of authority, if any.

- xi. Filled up “Form of Tender” as per enclosed proforma.
 - xii. Photo copy of General Conditions Contract available on KoPT website www.kolkataporttrust.gov.in duly signed and stamped on each page.
 - xiii. Copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before 1st Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format. In addition that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format.
 - xiv. Photo copy of PAN card and details of ECS to be submitted.
 - xv. A separate letter addressing to Harbour Master (Port), Marine Department, confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.
 - xvi. A declaration that the Motor Boat is free from all encumbrances and lien.
- b) **Part –II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation (one Bid Document to be retained by the bidder).**

4. **INSTRUCTION TO BIDDERS**

- a) Bidders are advised to submit quotation based upon Technical Specification, terms and conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre bid meeting. KOPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.
- b) Tenders not accompanied with photo copy of the T.R.for EMD or Original Bank Draft or Bankers cheque are liable for rejection.
- c) The Bid Document issued to the Bidder is not transferable.
- d) Bid Document shall remain the property of Kolkata Port Trust. KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- e) The work to be done as described in Bid-document. The Bidders who needs clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.
- f) If the bidders find any discrepancy or omission in the Bid document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at

the following address:-

The Harbour Master (Port)
“Subhash Bhaven”, 1st Floor
40, C.G.R. Road
Kolkata – 700 043

- g) The bidders may please note that the Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.
- h) Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

5. EARNEST MONEY DEPOSIT:

- a) Earnest Money will be accepted only by Banker's cheque or Pay Order or Demand Draft. Earnest Money of all bidders will be kept in safe custody. Only Earnest Money of L-1 bidder will be encashed towards part of security deposit and Earnest Money instruments of other bidders will be returned after opening of price bid" without any interest.
- b) Earnest Money shall be forfeited, if any Tenderer withdraws his offer within the validity period of the tender and/or alters/amends any terms and/or conditions and /or quoted rate(s), within the validity period of the offer, making it unacceptable to the KoPT. For the purpose of this provision, the validity period shall include any/all extension thereof agreed to by the Tenderer in writing. Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money.

6. SECURITY DEPOSIT:

- a) The EMD of the accepted tender / offer will be retained by KoPT as part of Security Deposit and the balance Security Deposit will be recovered by deduction from all progressive bills @10% of the gross value of each such bill. The Security Deposit shall be refunded after successful completion of the contract without any interest.
- b) Telex/Telegraphic offers will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing the decision to entrust the work (covered by the Bid document).

7. INSTRUCTION FOR FILLING BIDS

- a) The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust

- b) The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- c) Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorised executive officer of the bidder's organisation.
- d) Each page of the submitted 'Bid document' shall be signed by a duly authorised officer and in case of a Corporation same shall be sealed with the corporate seal or otherwise appropriately executed under seal.
- e) Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power to attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- f) The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- g) Bidders should indicate at the time of quoting against this bid their full postal and Telegraphic/Telex/E-mail address.
- h) Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amount stated in figure and words, the amount quoted in words shall be deemed to be the correct amount.
- i) Price Bids, containing any sort of qualifying expressions will be rejected.
- j) Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited.
- k) The rate quoted by the bidders shall be inclusive of all Taxes and duties.
- l) However, Service Tax & Educational Cess, if applicable, will be re-imbursed by KoPT at actual on production of documentary evidence. Service Tax & Educational Cess will not be considered for the evaluation of the Tender.
- m) Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.
- n) Director, Marine Department or his representative may convene meeting with the bidder

with Seven days prior notice which the bidders will have to attend, failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder.

8. **PRICING OF BID**

a) **General** :

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

b) **Currency of Quotations** :

The bidder shall indicate the prices in Indian Rupees only.

c) **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).

d) **Duties and Taxes**

Duties and Taxes, whether Indian or Foreign, if any, levied upon the Mechanised boat, 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 Mechanised boat shall bear all taxes and duties both direct and indirect for the works done under the contract. However, **Service Tax & Education Cess**, as applicable will be paid by KOPT on actual;

9. **ESCALATION/DE-ESCALATION**, for fuel will be applicable on the base price of diesel at Kolkata as on 15.07.2015.(Rs 52.75 Ps/litre)

10. **Mobilisation Time**

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

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

11. **Interpretation of Terms**

- a) In the Contract and specifications the following works and expressions shall have the following meanings.
- b) "THE TRUSTEES" - The expression "THE TRUSTEES" means the Board of Trustees of the Port of Kolkata
- c) "THE DIRECTOR MARINE DEPARTMENT" - The expression "The Director, Marine Department" means the office holding that post under the Trustees and includes his successors in office.
- d) "THE ENGINEER" – The expression "The Engineer" means the Harbour Master (Port) Marine Department, for the purpose of this contract only.

- e) “THE ENGINEER’S REPRESENTATIVE” - The expression “The Representative” means mooring Master/ any officer or person from time to time deputed by the Trustees or Director Marine Department to act on their behalf for the purpose of this contract
- f) “DAY” – means duration of 24 hrs. Commencing at 0001 hours midnight till 2400 hours and includes Sundays and Holidays.

12. **Guarantee:** The contractor has to guarantee that he should supply the Mechanised Boat round the clock in all weather condition throughout the year for mooring/unmooring work.

- a) If the Mechanised Boat is to be released for survey or becomes out of order by any reason during the hired period, the contractor must replace the Mechanised Boat of same specifications in consultation / approval of Mooring Master with adequate notice. In Case the substitute Mechanised Boat not supplied in time, the Harbour Master (Port) shall have the right to hire similar vessel to complete the mooring / un-mooring job at the risk and cost of the contractor and debit the expenses to the contractor’s account.

13. **INFORMATION REQUIRED**

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

a) DETAILS OF THE MECHANISED BOAT BEING OFFERED

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

c) **FULFILL THE FOLLOWING CRITERION:**

- The Mechanised boat must have valid statutory certificate.
- The LOA of the Mechanised Boat should not be more than 12.5 m.
- The power of the engine should not be less than 60 BHP.
- The speed of the boat should be less than 8 knots.
- The engine should be capable of going astern.
- The hull should be of steel/wood(if wooden ,must have metal sheeting)
- The boat should be fitted with navigation/ search light and horn. There should be life

saving appliances as per rules of IWT.

viii. The contractor must keep the survey certificate of the Mechanised boat valid and updated during the contractual period.

ix. The boat must have mooring facility at Fwd. and Aft of the vessel.

x. The boat must have sitting arrangements for KoPT mooring crew.

14. **MANNING:**

- a) Manning of the Mechanised boat has to be provided as per I.V. Act.
- b) The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.
- c) The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to KoPT.
- d) The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the contractor.
- e) The launch should have a dedicated contact number on the boat and in addition to that a responsible person with a contact number on ashore should be indicated.

15. **SCOPE OF WORK**

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

- a) The Mechanised boat shall be generally used for mooring of vessels at Baj-Baj/Kolkata by koPT mooring crew, transportation of men and material at Baj-Baj and in river and any other work that she is capable of and as assigned by the port for all supporting activities relating to shipping. However, KoPT reserves the right to use the boat anywhere, anytime, within the plying limits of the port as per requirement.
- b) The contractor will have to supply one Mechanised boat with experienced manning for handling mooring ropes of vessels for berthing/unberthing. Should be available round-the-clock and operate in all weather conditions reasonably to be expected within the jurisdiction of its operation.
- c) The boat will be required to maintain communication by walkie talkie or mobile phone
- d) The Mechanised boat shall be under the operational command of Harbour Master (Port) Marine Department or his authorised representative-Mooring Master.
- e) The Mechanised boat shall be made ready by the master for operations within fifteen minutes of receiving appropriate order from the authorised officer.

- f) The contractor at their cost will print sufficient number of log book and log abstract as per KoPT's approved format and these are to be kept on board.
- g) Responsibility of operating the boat including manning, supply of lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.
- h) Contractor's men are liabilities of the contractors.

16. **Log Book:**

The contractor has to maintain a daily log book for the motorboat. All particulars regarding movement of the motorboat, daily running hours, to be logged daily and to be signed by the In-Charge/Master of the boat and the same will be checked and countersigned by KoPT representative. A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the In-Charge/Master and same to be submitted with the monthly bill without which no payment will be released. The daily log book to be retained on board/ office and same to be produced on demand.

17. **GUARANTEED AVAILABILITY:**

The contractor will have to stand guarantee for the mechanised boat's availability of 365 days in a year, in fully operational condition. If the Mechanised Boat is to be released for survey or becomes out of order by any reason during the hired period, the contractor must replace the Mechanised Boat of same specifications in consultation / approval of Mooring Master with adequate notice. In Case the substitute Mechanised Boat not supplied in time, the Harbour Master (Port) shall have the right to hire similar vessel to complete the mooring / un-mooring job at the risk and cost of the contractor and debit the expenses to the contractor's account.

18. **Accrual of Charges :**

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

- a) **Daily Hire Charge:** These charges shall be paid for everyday availability of the mechanised boat.
- b) **Hourly Running Charges:** to cover the expenses on account of fuel only per hour. This charge will be paid for the actual operation of the engine.

19. **Deduction and Penalties:**

KoPT will not pay any of the scheduled rates for the days the operation of the boat is suspended for the reasons attributed to the contractor. Further a sum equivalent to the 'Daily Hire Charge' under Bill of Quantities will be imposed as penalty for each day or part thereof during the 'NON AVAILABLE PERIOD'. However, Engineer of the contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor. Proportionate deductions will also be made from the contractor's

monthly bill in the event of non availability/absence of boat crew and or other concerned personnel, thus hampering the trustees work.

20. Duration of the contract.

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

21. Evaluation and comparison of bids

- a) Kolkata Port Trust reserves the right to accept price part of the offer (Part-II) of only from such bidders whose technical and commercial aspects of the proposals (part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidder. Kolkata Port Trust may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete. Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
- b) The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid.
- c) Kolkata Port Trust reserves the right to inspect the mechanised boat to ascertain its capabilities prior to accepting the same.

22. Bid Opening :

- a) **Part-I : Technical and Commercial Aspects**
One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.
- b) **Part-II (Price part of the offer)**
Price Bid of only those Bidders, whose Technical and commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

23. Signing of the contract.

On issuance of work order to the successful bidder, the bidder shall arrange the boat and all other equipment at Kolkata within 15 days for the operation. The successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format within the shortest period after issuance of work order.

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

25. Insurance :

The motorboat must be insured with any reputed Indian Insurance company to cover the following:

- a) Third party liability including self declaration by the party for wreck removal. The successful tenderer will submit a notarised declaration on wreck removal.

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

26. Payment:

- a) Payment for Daily Hire /Hourly running Charges will be made once in a month by KoPT.
- b) Payment shall be made to the contractor within 45 days on submission of clear bills accompanied by the mechanised boat's log abstract duly certified by KoPT representative. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.

27. Termination of Contract

KOPT, at its sole discretion may terminate the contract after serving one month's notice if the performance of the boat remains unsatisfactory for two consecutive months or if the contractor deliberately violates the conditions of the contract.

28. FORCE MAJEURE

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

29. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

- a) In all disputes, matters, claim demands or questions arising out Engineer's of or connected with the interpretation of the contract including decision the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- b) If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- c) If, however, the Contractor be still dissatisfied with the decision would require to give notice to the Chairman for arbitration, he shall, within 15 days after receiving notice of such decision, required that within 60 days from contractor's written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission for

arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.

- d) If, the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
 - e) The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
 - f) The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, or any amendment thereof. The Arbitrator may, if found necessary enlarge the time for making and publishing the award, with the consent of the parties.
 - g) The venue of the arbitration shall be at Kolkata. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
 - h) The award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act with latest amendments thereof. Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award.
 - i) The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
 - j) Save as otherwise provided in the contract the provisions of the Arbitration Act, and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this clause.
 - k) The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
30. The successful tenderer shall have to abide by all labour Act, Factories Safety. Act, Workmen's Compensation Act, Safety Regulation and allied Rules and Regulations pertaining to their labour. No conveyance or compensation to the tenderer's labour sustaining injuries in connection with the work shall be given by the Trustees.
31. The successful tenderer have to arrange unarmed Security Forces for Security & security of their men and materials at their own cost against any sort of Pilferage / theft for which KoPT will not be liable.
32. **MECHANISED BOAT'S ENCUMBRANCES ON CONTRACTOR:**
- a) The contractor shall submit an undertaking that the boat is free from all encumbrances and lien.

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

33. **List of enclosed formats**

- a) Format of Price Bid
- b) Form of Tender
- c) Format of agreement
- d) Format of affidavit for ESI exemption.
- e) Indemnify Bond.

FORMAT OF PRICE BID

A) DAILY HIRE CHARGES **Rs.....**

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

B) RUNNING CHARES (Per Hour) **Rs.....**

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

TOTAL EVALUATED PRICE **Rs.....**
3[(A x 365) + (B x 2000 hrs)]

:

FORM OF TENDER

The Harbour Master (Port)
Kolkata Port Trust
“Subhash Bhavan” 1st Floor
40, C.G.R. Road

Dear Sir,

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

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

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

We have deposited with the Trustees’ Financial Adviser & Chief Accounts Officer Rs.....vide Receipt No.....dt.....as Earnest Money, Photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No.....from.....Bank is enclosed.

We also agree to abide by this Tender for a period of 180 days from opening of Techno Commercial Bid (Cover-I) and in default of our so doing, the Earnest Money of Rs.78,000/- deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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,

Date:

(Signature)
Seal
Full Address

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

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

This agreement made on theday of2012 between the Board of Trustees of the Port of Kolkata, a Body Corporate constituted by the Major Port Trust Act 1963 (No.38 of 1963), having its Head Office at 15, Strand Road, Kolkata – 700001, herein after called “Trustees” (which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/shaving its registered office athereafter called the “Contractor” (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees or successors in office) on the other part.

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

The common seal of the Trustees for the DIRECTOR MARINE DEPARTMENT Port of Kolkata was hereunto affixed in the

Presence of Authorised Signature of
Authorised Signature of the Contractor
Common Seal of the Contractor.

Witness

1.

2. -----

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
On the Rupees Ten Non judicial stamp paper

BEFORE THE FIRSST CLASS MAJISTRATE AT

AFFIDAVIT

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

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

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

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

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

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

Identified by me.

DEPONENT

INDEMNITY BOND

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

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

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

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

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

Sureties: Signature of the Indemnifier a) Name :

Signature : Address :

b) Name : Signature : Address :

c) Witnesses

Name : Signature : Address :