

BID DOCUMENT

FOR THE

TENDER

Of

HIRING OF ONE NO. PILOT LAUNCH

BY

HALDIA DOCK COMPLEX

KOLKATA PORT TRUST

TENDER NO. GMM/321/TNDR/HIRE(LNCH)/2015.

ISSUED BY

GENERAL MANAGER (MARINE)

MARINE OPERATIONS DIVISION

HALDIA DOCK COMPLEX

MARINE HOUSE

HALDIA

SEPTEMBER -2015

TENDER NOTICE

Tender No : TENDER NO. GMM/321/TNDR/HIRE(LNCH)/2015.

Haldia Dock Complex of Kolkata Port Trust intends to hire one Aluminium/Steel hulled Pilot Launch registered under MS Class or under I.V. Class with dispensation to ply up to 12 NM from nearest coast line at Sagar Island round the year with experienced manning and to carry out all such duties that the launch is designed for and capable of performing within the jurisdiction of Kolkata Port Trust for a period of five years.

ESTIMATED VALUE OF THE TENDER FOR FIVE YEARS IS Rs. 3200 LAKH. PQ CRITERIA HAS BEEN DRAWN ON ONE YEAR'S ESTIMATED VALUE OF Rs.640 LAKH.

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

1. The firm must have experience and capability in supplying successfully one MS Class or I.V. Class vessel with experienced manning. Performance certificate and work order / agreement obtained from the previous clients to be produced to establish the credibility.
2. The firm must have experience of having successfully completed similar works of supplying successfully one MS Class or I.V. Class vessel with experienced manning during the last 7 years up to August 2015 which should be in the following manner:-
 - a) 3 (three) similar completed works costing not less than Rs.256 lakh each;
 - Or
 - b) 2 (two) similar completed works costing not less than Rs.320 lakh each;
 - Or
 - c) 1 (one) similar completed works costing not less than Rs.512 lakh
3. The average annual financial turnover of the firm during the last 3 years ending March, 2015 should be at least Rs. 192 lakh.
4. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2012-13, 2013-14, 2014-15), Master Roll, Current P.F. statement, E.S.I. Registration etc. The firm should also submit documents in support of compliance of Minimum Wage Act.

TENDER AUTHORITY :

General Manager (Marine)
 Marine Operations Division
 Haldia Dock Complex
 Marine House
 Haldia-721604
 Phone: 03224-252104
 Fax: 03224-252251
 e-mail : snchaubey@kopt.in
 Website: www.kolkataporttrust.gov.in

Sale of Bid document from	From 11.09.2015
Pre -Bid meeting	At 1500 hrs. on 22.09.2015 in Kolkata Office of General Manager (Marine) at 15, Strand Road, Kolkata - 700 001.
Close of sale of bid document	Upto 1200 hrs. on 04.10.2015
Last date and time of receipt of tender	Upto 1400 hrs. on 05.10.2015
Due date and time of opening of tender	At 1500 hrs. on 05.10.2015 in Kolkata office of General Manager (Marine) at 15, Strand Road, Kolkata - 700 001.
Cost of Bid document	Rs. 5000/ (Rupees One thousand only)
Earnest Money Deposit	Rs.42 lakh (Rupees forty two Lakh only) .
Estimated value of the tender	Rs. 3200 Lakh
Period of contract	The contract will be for a period of five years.

1.0 INSTRUCTIONS TO THE BIDDERS

- 1.1 Applications with supporting documents for the Tender shall be addressed to General Manager (Marine), Haldia Dock Complex and submitted in the office of Manager, Marine Operations Division, Haldia Dock Complex, Marine House, Haldia.
- 1.2 Application should reach within the specified date and time of submission after which no application will be accepted. Kolkata Port Trust will not be responsible in any way for postal delay.
- 1.3 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.
- 1.4 In case there is an unscheduled Holiday / Bundh / Strike on the prescribed date of pre-bid meeting or last date of submission of the tender, the next working date will be treated as the scheduled prescribed date for the same.
- 1.5 Tender papers (Non-transferable) will be available from the office of Manager, Marine Operations Division, Haldia Dock Complex, 'Marine House', Haldia on submission of Rs.5000/- (Rupees five Thousand only) in cash or Demand Draft payable to "Kolkata Port Trust". The tender paper may also be downloaded from KoPT website: www.kolkataporttrust.gov.in. and Central Public Procurement Portal www.eprocure.gov.in. Parties downloading the tender paper from KoPT's website and C.P.P. Portal should ensure submission of Original Demand Draft/Banker's Cheque/Pay Order payable to "Kolkata Port Trust" for an amount of Rs.5000/- (Rupees five Thousand only) being the cost of Tender document, failing which the tender will not be considered.
- 1.6 **EXEMPTION:** NSIC registered firms (under single point registration scheme) are exempted from depositing cost of tender document. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.
- 1.7 Kolkata Port Trust (Haldia Dock Complex) reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 1.8 While evaluating tenders, regard would be paid to National Defence and security consideration.
- 1.9 Further amendments, if any, would also appear in the same website.

- 1.10 Bidders are advised to submit quotations based upon Technical Specification, terms and conditions, Scope of Work contained in the Bid Document 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 the same is notified by KoPT.
- 1.11 The information being provided in this Tender Document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidders 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.
- 1.12 Tenders not accompanied with EMD in Original Bank Draft/ Bankers cheque/Pay Order are liable for rejection.
- 1.13 The Bid Document issued to the Bidder is not transferable.
- 1.14 Bid Document shall remain the property of Kolkata Port Trust. One Bid Document to be retained by the bidder.
- 1.15 KOLKATA PORT TRUST (Haldia Dock Complex) 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.
- 1.16 The work to be done as described in Bid-document. The Bidders who need 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 clause 1.18 below.
- 1.17 The Bidders shall specially undertake to keep his offer valid for acceptance upto 180 days from the date of opening of Techno-Commercial Bid (Part-I) and to abide by all the conditions laid down in the Bid Document.
- 1.18 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:-

General Manager (Marine), Marine Operations Division, Haldia Dock Complex, Marine House, Haldia-721604.
- 1.19 The bidders may please note that Kolkata Port Trust (Haldia Dock Complex) 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 agent to visit 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.

- 1.20 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.
- 1.21 The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, "Homepage → Rule and Regulations → Non Service Regulations"

2.0 INSTRUCTIONS FOR FILLING UP THE BIDS

- 2.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust.
- 2.2 The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- 2.3 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 authorized executive officer of the bidder's organization.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 Bidders should indicate at the time of quoting against this bid their full postal and fax/E-mail address.
- 2.8 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 amounts quoted in words shall be deemed to be the correct amount.

- 2.9 Price Bids, containing any sort of qualifying expression will be rejected. Use of white ink and double writing in price bid is liable to be rejected.
- 2.10 Changes to terms and conditions as enumerated in the bid document will not be valid unless notified by Kolkata Port Trust in writing to the bidder.
- 2.11 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.
- 2.12 General Manager, Marine, Haldia Dock Complex or his representative may convene meeting with the bidders with prior notice which the bidders will have to attend, failing which, decisions of the General Manager, Marine, Haldia Dock Complex taken unilaterally will be final and binding on the bidders.
- 2.13 E-mailed/faxed offers will not be considered. Bidders shall prepare their bid themselves. Bids prepared by agents will not be given cognizance.

3.0 MODE OF SUBMISSION OF BID

- 3.1 Tenders to be submitted in the Kolkata office of General Manager (Marine) at 15, Strand Road, Kolkata - 700 001 (in the Drawing Office under Chief Hydrographer).
- 3.2 The tenders are to be submitted in two parts, in duplicate i.e. Part-I & Part - II. 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 superscribed. Both the covers in the main cover should also be superscribed.
- 3.3 **Part-I (Techno-Commercial) will contain the following documents:-**
- a) Brief particulars of the Firm.
 - b) Current Trade License, Sales Tax Clearance/Vat Certificate, if applicable and Audited Balance Sheet for last 3 (three) years (2012-13, 2013-14 & 2014-15), Authentic documents related to registration under Service Tax Authority, compliance of relevant Acts, ordinances etc. as applicable.

- c) Details of Similar Works previously carried out by the firm with value of each work.
- d) Performance Certificate of previous works carried out mentioning the total value of work and period of completed works.
- e) Photo copy of the Treasury Receipt or Original Bank Draft/Bankers Cheque/Pay Order payable to “Kolkata Port Trust” of Rs. 5000/- as cost of tender document.
- f) Original Bank Draft/Bankers’ cheque/Pay order as per rates mentioned in clause 5.0, payable to “Kolkata Port Trust” as **Earnest Money Deposit**.
- g) The details of launch proposed to be deployed for the purpose (as per enclosed format).
- h) One Bid document duly signed and stamped on each page.
- i) Signed and stamped blank copy of Price format.
- j) Letter of authority, if any.
- k) Filled up “Form of Tender” as per enclosed proforma.
- l) Photo copy of KoPT’s ‘General Conditions Contract’ duly signed and stamped on each page.
- m) Copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1st Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format (Annexure-A). 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 (Annexure-B).
- n) Certificate/declaration of compliance with Minimum Wages Act.
- o) Copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-C).
- p) Photocopy of PAN card and details of ECS.
- q) A separate letter addressing to General Manager (Marine), Haldia Dock Complex, confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.

- r) A declaration that the launch is free from all encumbrances and lien.
- s) Duly executed Integrity Pact.

3.3 Part -II (Price Bid) shall contain only the 'Price Bid' as per the format without any condition or deviation.

4.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

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

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture /consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) 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 tenderer is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.

- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.

5.0 EARNEST MONEY DEPOSIT :

- 5.1 The bidders shall be required to deposit **INR Rs. 42 Lakh** as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Haldia. Alternatively, an amount of **INR 10.0 Lakh** (Rupees ten lakh) shall be paid by Banker's Cheque / Demand Draft / Pay Order and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having branch at Haldia/Kolkata, In the event of issuing Bank Guarantee by any branch outside Haldia/Kolkata, any Haldia/Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD format is enclosed at Annexure-II. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month.
- 5.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.
- 5.3 After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.
- 5.4 EXEMPTION:** NSIC registered firms (under single point registration scheme) are exempted from depositing Earnest Money. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

6.0 SECURITY DEPOSIT

- 6.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure-II in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 6.2 KoPT shall encash the Bank Guarantee in the event the Contractor fails to supply the launch and commence operation within 30 days after expiry of stipulated mobilization period or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.
- 6.3 The General Manager (Marine), Haldia Dock Complex shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 6.4 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of 'Letter of Intent'.

7.0 DUTIES & TAXES

The rates quoted by the bidders shall be inclusive of all taxes and duties whether Indian or Foreign, direct or indirect. However, Service Tax and Educational Cess will be payable extra by KoPT at actual. Service Tax and Educational Cess will not be considered for evaluation of the tender. Service Tax as applicable would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under "Reverse Charge" mechanism.

8.0 PRICING OF BID

- 8.1 **General:**The Bid shall be quoted in and as per format of Price Bid.

8.2 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.

8.3 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 the Bid.

8.4 Fuel and Lubricants

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

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

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

8.5 Escalation/De-escalation

Escalation and de-escalation on the hourly running charge as quoted by the party at clause no. 28.2 will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs 48.23/- per litre as on 01.09.2015 at Kolkata.

8.6 DELIVERY/ REDELIVERY of the Launch will be at Haldia.

8.7 Mobilisation Time

On placement of "Letter of Intent", the launch is to be made available at Haldia and commence operation within 45 days. Delay in mobilizing the launch will attract a penalty @ 25% of the Daily Hire Rate of the launch for each day of delay. No separate mobilization or de-mobilisation charges will be paid. The contractor shall include such costs, if any, in the daily hire charge quoted by him.

9.0 Interpretation of Terms

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

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

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

The “Dy. Chairman, Haldia” means the Deputy Chairman of the Board and having charge of Haldia Dock complex under the control of the Chairman, Kolkata Port Trust and also includes a person appointed to act in his place under Section 14 of the Major Port Trusts Act,1963.

“General Manager (Marine)” means the officer of Haldia Dock Complex under the control of Dy. Chairman, Haldia having overall charge of the Marine Operations Division at Haldia.

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

“THE ENGINEER” - The expression “The Engineer” means the General Manager (Marine), Haldia Dock Complex, for the purpose of this contract only.

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

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

‘DEFICIT PERIOD’ shall mean the following:

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

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

10. INFORMATION REQUIRED

A Technical description of the launch to be submitted as per the format below and to be enclosed in Part-I (Techno- Commercial Bid) of the offer. The contractor will have to submit copies of all statutory certificates including the general arrangement drawing of the offered launch.

DETAILS OF THE LAUNCH BEING OFFERED:

Sl. No.	PARTICULARS	ITEM
1.	NAME OF THE LAUNCH	
2.	OWNER	
3.	FLAG	
4.	BUILDER	
5.	YEAR OF BUILT	
6.	OFFICIAL NO.	
7.	REGISTERING AUTHORITY	
8.	GRT/NRT	
9.	LOA	
10.	BEAM	
11.	DEPTH	
12.	DRAFT	
13.	ENDURANCE (full power)	
14.	MAIN ENGINES(No, Make, BHP each)	
15.	GENERATOR ENGINES(No, Make, BHP each)	
16.	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
17.	SPEED(In Knots) (Not less than 15 Knots at 80% MCR)	
18.	FUEL CONSUMPTION / HOUR at a speed of 15 knots.	

19.	Date of last dry-docking on	
20.	Next Dry Dock due on (To maintain validity of class and statutory certificates)	
21.	Propulsion (Type)	
22.	Crew (Including Master)	(Please give details separately & annex)

THE LAUNCH MUST FULFILL THE FOLLOWING CRITERIA:

1. The Launch should be Aluminium or Steel hulled with MS specifications.
2. The launch should be highly manoeuvrable and be so designed that she is capable of going alongside and casting of from moving merchant vessels easily for transfer of pilots/officers/personnel.
3. The launch should have very wide landing space at its fore part both on Port and Starboard sides for safe embarkation and disembarkation of the pilots to and fro merchant vessels.
4. The Launch should not be more than 15 years old as on 1.9.2015.
5. Length of the Launch should not be less than 20 mtrs and not exceeding 35 mtrs.
6. The speed of the Launch should not be less than 15 knots at 80% MCR.
7. The Launch should have an air-conditioned lounge with proper sitting arrangements for at least 10 officers. The lounge should have an attached toilet.
8. The Launch must have the capability to ply in the Hugli Estuary upto 12 NM from the nearest coast line at Sagar Island in a significant wave height not exceeding 2.0 m.
9. Endurance of the launch should be at least 10 days in full operating condition.
10. The Launch must have valid statutory and classification certificates for the performance of designated duties. The contractor must keep all

certificates of the Launch valid and updated during the entire contract period.

11. The launch should be fitted with a functional RADAR, GPS & Class 'A' AIS with pilot plug.

NB: KoPT shall reserve the right to inspect the launches offered by technically qualified bidders before opening of their price bids.

11.0 MANNING:

11.1 Manning in the Launch has to be provided as per rule requirement for the designated operations.

11.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.

11.3 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to KoPT. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel to be deployed by him.

11.4 The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the contractor.

11.5 A Liaison Officer should be deployed by the Contractor for interacting /communicating between KoPT, the vessel and other concerned officers at Haldia/Kolkata. Such liaison officer shall have Mobile as well as residential telephone facility. He should be a person having experience in the field of marine operation.

11.6 The successful bidder must submit a local police verification certificate for all its employees employed in the operation.

12.0 SCOPE OF WORK

12.1 The launch will primarily be deployed in the Hooghly estuary in Eden channel and in the vicinity of Sagar about 25 NM south of Haldia and remain tied up to a mooring buoy or at anchor or alongside the pilot vessel. She will primarily be deployed for transportation of pilots to and from merchant vessels at Eden channel, Sagar and in adjacent areas. The launch will be allowed to proceed to Haldia once a week for replenishment of fuel, water, stores and provisions etc. The launch will also be used for transportation of officers, men and materials and attending to any other conservancy works.

KoPT, depending upon the requirement, may deploy the launch anywhere within the jurisdictions of the port and the vessels should undertake any work that she is designed to and capable of.

- 12.2 The successful bidder has to man, maintain and operate the launch as per directives of the Engineer of the Contract or his authorised representative. The officers/crews employed by the contractor must be conversant with KoPT's operational requirement as well as rules and regulations of statutory authority.
- 12.3 The Launch shall be required to be manned, maintained and made available for operation on a 24 hours basis and shall be required to report for operation at ½ (half) hour's notice.
- 12.4 The contractor has to ensure operating the launch with competent officers, engineers and crew for a period of 350 days in a year.
- 12.5 All transportation costs towards men and all materials including fuel, lubricants, stores etc. will be the responsibility of the contractor.
- 12.6 The contractor at their cost will print sufficient number of log book and log abstract as per KoPT's approved format and these are to be kept on board.
- 12.7 *Responsibility of operating the launch including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.***

12.8 KOPT's Responsibilities:-

Kolkata Port Trust shall provide electrical shore connection at the jetties / berths in Haldia/Kolkata, supply fresh water from its water barges, water hydrants, whenever possible, on chargeable basis. But this is not a binding obligation on KoPT. KoPT's Mooring / Berthing facilities will be provided free of cost as and when practicable. In case KoPT decides to supply fuel oil (HSD), the contractor has to collect and store the same with their own means and maintain proper account for the same, and in such case hourly running charges will not be paid. KoPT would also facilitate obtaining gate passes for the contractor's personnel (Ship's crew & Liaison officer) for entry into Docks free of cost.

13.0 Log Book The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours, fuel oil consumed / bunkered etc. to be logged daily and to be signed by the In-Charge / Master of the vessel and the same will be checked and countersigned by KoPT representative. A monthly log abstract is to be prepared mentioning all the above stated important parameters, duly signed by

the In-Charge / Master, and same is to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be undertaken on board and recorded. The daily log book is to be retained on board / office and same is to be produced on demand.

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

13.1.1 However, a further lay off period of another 30 days will be allowed once in the tenure of the five year contract for dry-docking and special survey repair of the vessel for maintaining its certificate of class. No daily hire charge will be payable to the contractor during such lay off period. Guaranteed availability will, however, be reduced proportionately in that year.

13.1.2 In case the offered launch is not available for operation, then a substitute launch with similar/better specification (including age of the launch) shall be provided as a replacement by the Contractor at no extra charge within 15 days from the time and date the offered Launch is inoperative / broken down, failing which penalty as per Clause No. 15 shall apply.

14.0 Operation Mode & Charges:

14.1 The vessel shall be ready for operation for 24 hours.

14.2 On Standby Mode

The vessel shall be deemed to be on standby if the vessel is made available to the authorized officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the master to commence operation at half an hour's notice.

14.3 Rate.

The contractual rate should be inclusive of all the expenses connected to the operation of the Launch including supply of manning, stores, fuel and lubricants and all other materials required for maintenance, running and operation of the Vessel shall be the liability of the contractor. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT. **The rate should be inclusive of all Taxes and Duties except Service Tax, prevailing on 01-09-2015. Break-up of all Taxes and Duties included in the rate should be indicated separately both amount-wise as well as percentage-wise, so that future changes can be adjusted. Percentage of Service Tax and amount of Service Tax (not to**

be included in the rate) to be shown separately.

a) **Daily hire charge:**

These charges shall be paid for every day the launch is on standby mode but in ready to operate condition described in clause 14.2 above. However, during the lay off period of the tug either for repair or for any other reason attributable to the contractor, no charge will be payable.

b) **Hourly Running charges**

This charge shall be payable only for the period the launch is actually in operation for port's requirement at the directive of the Engineer of the contract. The contractor will not claim this charge for trial of machineries.

15.0 Deduction and Penalties:

KoPT will not pay the Daily Hire Charge (Clause-28.1 of price bid) for the days the operation of the launch is suspended for the reasons attributed to the contractor. Further, a sum equivalent to the "Daily Hire Charge" under the price bid will be imposed as penalty for each day (24 hours) or pro-rata during the "DEFICIT PERIOD". However, Engineer of the contract may waive 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 launch crew and or other concerned personnel.

16.0 Duration of the contract.

This contract will be for five years as per the agreement. The contract will come into force from the date of commencement of operation of the Launch in Kolkata Port.

17.0 Evaluation and comparison of bids.

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

17.2 The Bids received and accepted will be evaluated by method indicated in the Price Bid.

17.3 Kolkata Port Trust reserves the right to refuse the Launch on her arrival at Haldia/Kolkata if the same is found to be not fulfilling the requirement as laid down in the tender, or is incapable of carrying out its designated duties.

18.0 Bid Opening

18.1 Part-I: Techno- Commercial Bid

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.

18.2 Part-II : Price Bid .

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.

19.0 Signing of the Contract.

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 placement of work order.

20.0 Insurance: The vessel must have valid Insurance from any reputed Indian Insurance company for the following manner:-

- i) The hull, machinery and 3rd party liability.
- ii) Total loss of the vessel.
- iii) Total coverage for wreck removal in case the launch is wrecked.

All persons deployed by the contractor on board the launch 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 tug or otherwise.

21.0 LAUNCH'S ENCUMBRANCES ON CONTRACTOR

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

22.0 Payment:

The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 7th day of the next month along with certified log

book extracts, duly certified by the authorised officer together with the original supporting documents duly signed with stamp by EIC/ Master of vessel along with original bills from the authorised oil supplier /dealer with the monthly bills. KoPT will endeavour to pay the contractor within 45 days from the date of submission of authentic and correct bill.

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

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

23.0 Termination of Contract.

KoPT, at its sole discretion may terminate the contract after serving one month's notice if the performance of the launch is not found satisfactory. The decision of KoPT about the performance of the Launch will be final.

24.0 FORCE MAJEURE

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

25.0 The contractor should comply with contract labour (Regulation and Abolition) Act 1970, including compliance of Employees State Insurance Act (if applicable), Workmen Compensation, Minimum Wages Act 1948 and Employees (contractor being the employer) Insurance and any other Laws in force as on date.

26.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

26.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

- 26.2 If the Contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award / Decision, refer the matter to Chairman, KoPT, who shall thereupon consider and give a decision.
- 26.3 If there is still no settlement as mentioned at Clauses - 26.1 & 26.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 26.4 Notwithstanding anything contained herein above, Employer also reserves the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 26.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 26.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 26.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 26.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 26.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

27.0 POLICE VERIFICATION CERTIFICATE

The successful contractor must submit local police verification certificates for those persons who will be deployed on board the vessel for carrying out the duties.

28.0 FORMAT OF PRICE BID

28.1. DAILY HIRE CHARGES FOR THE LAUNCH :

Rs.....(A)

28.2: Hourly running charge for the LAUNCH = Rs..... PER HOUR= {B}

[Hourly running charge shall include only the cost of fuel for running the machineries based on the rate of HSD at Kolkata which is Rs. 48.23 per litre as on 1.9.15.]

28.3: Assumed running hours per day : 10 HOURS

28.4 TOTAL EVALUATED PRICE FOR ONE YEAR =

Rs. [(365 X A) + (365 X 10 X B)]= Rs.....

(Rupees.....only)

29.0 List of enclosed formats

Form of Tender

Format of Agreement

Performance Bond/Bank Guarantee/Security Deposit

Joint venture Agreement

Integrity Pact

Format of affidavit for ESI Exemption

Indemnity Bond related to ESI

Format of affidavit for Provident Fund Act Exemption

Annexure-I

FORM OF TENDER

To
The General Manager (Marine),
Kolkata Port Trust,
15 Strand Road,
Kolkata-700 001.

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. Pilot Launch having speed not
less 13 Knots to the Trustees for the Port of Kolkata in accordance with and
as set forth in Notice Inviting Tender, General Conditions of Contract etc

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

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

We have enclosed herewith Original Demand Draft/Pay Order/Bankers
Cheque No.....dt.....of..... Bank of Rs.....(Rupees.....
.....) as Earnest Money Deposit.

We also agree to abide by this tender for a period of 180 days from the
opening of Techno-Commercial Part (Part-I) and in default of our so doing , the

Earnest Money of Rs. 42 Lakh only 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,

Dated.....

Signature.....

Full Address.....

(Seal)

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

**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 Letter of Intent No.....dated(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch.....,

do, on the 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 "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. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been

fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays 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 usBankBranch.

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.....

(Duly constituted attorney for and on behalf of)

BANK.....

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

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

AGREEMENT FOR HIRING OF ONE LAUNCH

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

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

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-
 - i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
 - ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.
 - iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
 - iv) The work order.....dated.....
 - v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of supplying one Tug with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of three years in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

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

The common seal of the Trustees
for the Port of Kolkata was hereunto
affixed in the presence of

General Manager (Marine)

Authorised

Signatory of the Contractor.

The Common Seal of the contractor

Witness

1.....

2.....

Annexure-IV

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 _____ 2011 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)

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “The Principal/
Employer”

And

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

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) 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 a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to :-

Enabling the PRIBCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / 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 will 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 Indian Penal Code (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 **Annexure-P**.
 - 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 the recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years 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 Undertakings /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/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from 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.

Section7 - Other Legal actions 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- Role 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 demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, 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 / Subcontractor(s) with confidentiality.

- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (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 purposes 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 or 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 / 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:

The pact begins with when both parties have legally signed it and will extend up to 2 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 6 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 of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 For & on behalf of the Principal)

 (For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application - Form.
 - 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.
 - 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
-
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.
 - 2.1 **Bidders of Foreign nationality shall furnish the following details in their offer:**
 - 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.
 - 2.2 **Bidders of Indian Nationality shall furnish the following details in their offers:**

- 1.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
 - 1.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
 - 1.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.
-
- 1.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
 - 1.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.
-

Annexure-A

On Non-judicial Stamp Paper of at least Rs.50/-

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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

1. That I am a 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).
2. 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 filed before the Kolkata Port Trust as per the
Clause No..... of the Tender
No.....issued by the Kolkata Port Trust
in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

1.

Annexure-B

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

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

- 2. 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 General Manager, Marine, Haldia Dock Complex, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer / Contractor.

- 3. 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
.....
...

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

IN WITNESS WHEREOF I, -----the Partner / Proprietor / Director --
-----hereto set and seal this theday of
..... in the year -----at -----

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

ANNEXURE- C

On the Rs.10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

I _____ son of _____

Aged about _____ years, by faith _____ by
Occupation _____ residing at
_____ ,

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director _____ Having
office at _____ and carrying on
business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has
no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the
clause No. _____ of the Tender vide NIT
No. _____ issued by the Kolkata Port Trust
in respect of the work (the work is to be mentioned).

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

Deponent

Identified by _____