



BID DOCUMENT

TENDER

**FOR
HIRING OF ONE 30 TONNES OR MORE BOLLARD PULL TUG
FOR
HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

Tender No. MMO/ 158/HIRE/CRFT/GEN/285

ISSUED BY

MANAGER, MARINE OPERATIONS

HALDIA DOCK COMPLEX

HALDIA-721604

INDIA

Tel: +913224252340/+919434063161

Fax: +913224252251

E-mail : skgupta.hdc@nic.in

Website : www.kolkataporttrust.gov.in

www.haldiadock.gov.in

& www.eprocure.gov.in

FEBRUARY-2015

TABLE OF CONTENTS		
Sl. No.	CONTENTS	Page No.
1	Tender Notice	3-4
2	Instruction to bidders	5-8
3	Instruction for filling bids	9-15
4	Information required	15-17
5	Scope of work	18
6	Format of price bid	25
7	Form of Tender	26
8	Annexure	27
9	Price Bid	46

TENDER NOTICE

Tender No : MMO/158/HIRE/CRFT/GEN/285	Dated: 24.02.2015
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Haldia Dock Complex, Kolkata Port Trust intends to hire one 30 Tonnes or more Bollard Pull tug (not over 15 years of age as on 01.01.2015) for Haldia Dock Complex for a period of seven years .

ANNUAL ESTIMATED VALUE OF THE TENDER FOR ONE YEAR IS RS. 4, 56, 34,800/-

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

2. The firm must have experience of having successfully completed similar works during the last 7 years up to December, 2014 which should be in the following manner:-

a) 3 (three) similar completed works costing not less than **Rs. 1,82,53,920/-each;**

Or

b) 2 (two) similar completed works costing not less than **Rs. 2,28,17,400/- each;**

Or

c) 1 (one) similar completed work costing not less than **Rs. 3, 65, 07,840/-.**

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

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

3. The average annual financial turnover of the firm during the last 3 years ending March 2014 should be at least **Rs. 1,36,90,440/-**

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

5. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual

Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2011-12, 2012-13, 2013-14), Master Roll, Current P.F. statement, E.S.I. Registration etc. The firm should also submit documents in support of Minimum Wage Act.

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

TENDER AUTHORITY:

Manager, Marine Operations,

Haldia Dock Complex,

Marine House, Chiranjibpur,

Haldia-721604,

Tel: +913224252340/+919434063161

Fax: +91334252251

E-mail : skgupta.hdc@nic.in, skgupta@kopt.in

Website : www.kolkataporttrust.gov.in

www.haldiadock.gov.in

& www.eprocure.gov.in

Cost of Bid document	Rs.5000/- (Rupees five Thousand) Only.
Pre bid discussion	04.03.2015 at 1500 hrs. in the conference room of Marine House, Chiranjibpur, Haldia-721604
Close of sale of Bid Document	17.03.2015 till 1200 hrs.
<u>Last date of submission of Tender</u>	17.03.2015 till 1400 hours
Opening of Tender	1500 hours on 17.03.2015
Earnest Money Deposit	Rs. 64, 00,000/ (Rupees Sixty Four Lacs only).
Period of contract	SEVEN YEARS

INSTRUCTION TO BIDDERS

1. Applications with supporting documents for the Tender should be submitted to the Office of the Manager, Marine Operations, Haldia Dock Complex, Marine House, P.O.: Chiranjibpur, Haldia-721604.
2. Application should reach within the specified date and time of submission after which no application will be accepted. Haldia Dock Complex, Kolkata Port Trust will not be responsible in any way for the loss or the delay of the offer in postal transit.
3. Mere issuance of Tender document will not mean that a particular Bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of the bid also.
4. In case there is an unscheduled Holiday/Bandh/Strike on the prescribed last date of submission, the next working day will be treated as the scheduled prescribed day for the same.
5. Tender papers for the Tender (Non-Transferable) will be available from the Office of the Manager, Marine Operations, Haldia Dock Complex, Marine House, P.O.: Chiranjibpur, Haldia-721604.
6. Haldia Dock Complex, Kolkata Port Trust reserves the right to reject all the Tenders or to accept any Tender as a whole or in part without assigning any reason thereof.
7. Parties downloading the bid document from KOPT's website should ensure submission of a receipt from Treasurer KOPT for an amount of Rs.5000/-or original Bank Draft/Banker's Cheque payable to Haldia Dock Complex, Haldia Dock Complex, Kolkata Port Trust for an amount of Rs. 5000/- being the cost of Tender Document failing which, their tender will not be considered.
8. ***Further amendments, if any, would also appear in the same website.***

2.0 MODE OF SUBMISSION OF BID

2.1 The Tenders are to be submitted in two parts in duplicate i.e. Part-I & Part-II. Part-I should constitute the Technical Bid with terms and conditions of offer and Part-II should constitute only the Price Bid without any condition and deviation. 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.

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

- a) Brief particulars of the firm.

- b) Current Trade License, Sales Tax / Vat Clearance Certificate, if applicable and Audited Balance Sheet and Profit & Loss A/c. for last 3(three) years (i.e. 2011-12, 2012-13 & 2013-14).
- c) Details of Similar Works previously carried out by the firm with value of the work.
- d) Authentic performance Certificate of similar completed works carried out mentioning total value of work and period of completed works.
- e) One Bid document duly signed and stamped on each page.
- f) Photocopy of the Treasury Receipt of the EMD, or Original Bank Draft/ Banker's Cheque of Rs. 64, 00,000/- payable to "Haldia Dock Complex, Kolkata Port Trust".
- g) A detailed deployment planning for the Tendered Work including repair work, maintenance and docking of the vessels.
- h) Signed blank copy of Price format.
- i) Letter of authority if any.
- j) Filled up "Form of Tender" as per enclosed proforma.
- k) Additional information, if any, furnished by the Bidder.
- l) General Conditions of Contract duly signed and stamped on each page.
- m) Managerial & Supervising set up which will be used for carrying out the scheduled works and acting liaison with HDC, KoPT representatives.
- n) Total No. of officers & staff (with certification/qualification) to be deployed for carrying out the smooth operation.
- o) How supply logistics are to be carried out.
- p) Certificate / declaration of compliance of Contract Labour Regulation Abolition Act (1970)
- q) Certificate / declaration of complying with the Workmen Compensation Act.
- r) 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. In addition to 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.

- s) Certificate/declaration of compliance with Minimum Wages Act.
- t) Copy of Provident Fund Registration Certificate.
- u) Authentic document related to registration under Service Tax Authority.
- v) A separate letter addressing to Manager, Marine Operations confirming that the tenderer has accepted all terms and conditions laid down in the bid document.
- w) In case of downloading the tender paper from KoPT's website, T.R. receipt from KoPT or Bank Draft/banker's Cheque in favour of Haldia Dock Complex, Kolkata Port Trust for an amount of Rs. **5000/-** to be enclosed.
- x) The contractor shall submit an undertaking that the offered Tug is free from all encumbrances and lien. However, encumbrances/lien of financier is accepted.
- y) Complete and signed copy of enclosed "Integrity Pact".

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

2.1.3 One Bid Document to be retained by the Bidder.

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

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

OTHER INSTRUCTIONS

3. General

3.1 Bidders are advised to submit quotation based upon Technical specification, terms and conditions, Scope of Work contained in the Bid documents and General Conditions of Contract 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.

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

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

3.4 HALDIA DOCK COMPLEX, KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation

and submission of his bid or for any other expenses incurred in connection with such bidding.

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

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

**The Manager, Marine Operations,
Haldia Dock Complex,
Haldia Dock Complex, Kolkata Port Trust,
Marine House,
P.O.: Chiranjibpore,
Haldia – 721604.**

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

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

3.9 Telex/Telegraphic offers will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognised.

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

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

4.0 INSTRUCTION FOR FILLING BIDS

4.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Haldia Dock Complex, Kolkata Port Trust.

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

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

4.4 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.

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

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

4.7 The power of 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. Haldia Dock Complex, Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.

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

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

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

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

4.12 Tenders not accompanied with photocopy of the T.R., or original Bank Draft or Banker's cheque for Earnest Money Deposit is liable for rejection.

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

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

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

4.15 Tenders not accompanied with photocopy of the Treasury receipt or original Bank Draft / Banker's Cheque for EMD are liable for rejection.

4.16 Haldia Dock Complex, Kolkata Port Trust reserves the right to ask anyone 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 Haldia Dock Complex, Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KOPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KOPT, their tenders may be cancelled by Haldia Dock Complex, Kolkata Port Trust.

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

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

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

4.20 Haldia Dock Complex, Kolkata Port Trust may ask further documents related to experience of similar works or any other documents to authenticate their credentials or any clarifications if they are not satisfied with submitted documents. If the work order, the performance Certificate or any other documents submitted by the bidders are not found proper, the tender offer will be liable for cancellation. Trustee's General Condition of Contract shall also be applicable for this contract and same may be had at www.kolkataporttrust.gov.in.

5.0 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 authorised as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium members as per the format enclosed in the tender document as (Annexure-IV).
- 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.

6.0 SECURITY DEPOSIT:

- 6.1 The successful tenderer(s) shall have to submit Security Deposit amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust :-

Value of the work	% Security Deposit
More than Rs. 20,00,000/-	10% on first Rs. 10,00,000/- + 7.5 % on next Rs. 10,00,000/- + 5% on balance amount

- 6.2 The Earnest Money deposited by the successful tenderer will be converted to Security Deposit and the balance Security Deposit shall have to be deposited either in cash or in Bank Guarantee [in a non Judicial Stamp paper of denomination of Rs. 50/- or more and as per proforma available with Finance Division] within a month from the date of commencement of the contract.

In light with amendment in clause 4.14 above. EM BG will be returned after submission of SD.

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

The Security Deposit shall remain valid for 6 months from the date of expiry of contract. The Security Deposit will be released within 180 days after successful completion of the contract. KoPT shall encash the Security Deposit in the event the contractor has defaulted by more than 60 days on expiry of the mobilisation period to commence operation at the order of authorised officer after handing over the vessel to him or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

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

7.0 PRICING OF BID**7.1 General**

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

7.2 Currency of Quotations

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

7.3 Validity of Price Bid

The part-II (Price bid) shall be valid for acceptance for a minimum period of 180 days from the date of opening of Part-I (Techno-Commercial offer).

7.4 Duties and Taxes

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

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

8.0 Evaluation and comparison of bids

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

8.2 Haldia Dock Complex, Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in the areas required from the technically accepted bidders.

8.3 The bids received and accepted will be evaluated by method indicated in price bid. The contract would be awarded to the lowest bidder who has technically qualified.

9.0 Bid Opening

Part-I: Technical and Commercial aspects.

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

Part-II : Price Bid

Price bid of only those bidders whose technical and commercial part are complete and acceptable, shall be opened on a suitable date to be intimated beforehand.

10.0 Signing of the Contract

After the issuance of Letter of Intent, Security Deposit will have to be submitted within **20(twenty)** working days failing which the EMD will be forfeited. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work thereafter immediately as per the work order.

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

11.0 INTERPRETATION OF THE TERMS

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

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

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

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

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

“THE MANAGER, MARINE OPERATIONS” - The expression “The Manager, Marine Operations” means the office holding that post under the Trustees and includes his successors in office.

"THE ENGINEER" – The expression "The Engineer" means the Manager, Marine Operations, for the purpose of this contract only.

"THE ENGINEER'S REPRESENTATIVE" - The expression "The Representative means any officer or person from time to time deputed by the Trustees or Manager, Marine Operations to act on their behalf for the purpose of this contract.

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

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

"DEFICIT PERIOD" - Shall mean the following :-

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

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

12.0 INFORMATION REQUIRED

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

DETAILS OF THE TUG BEING OFFERED:

Sl. No.	PARTICULARS	ITEM
1	NAME OF THE TUG	
2	OWNER	

3	FLAG	
4	BUILDER	
5	AGE OF THE TUG –(Must not be more than 15 years old as on 1.1.2015)	
6	OFFICIAL NO.	
7	REGISTERING AUTHORITY (Must be under MS/IV Act)	
8	GRT/NRT	
9	LOA [NOT MORE THAN 35m)	
10	BEAM	
11	DEPTH	
12	DRAFT [NOT MORE THAN 4.5 m]	
13	STATIC BOLLARD PULL (Must have steady/ sustained bollard Pull of not less than 30 Tonnes at 90% MCR	
14.	TOWING ARRANGEMENT (Must have quick release towing hooks forward and aft of adequate SWL)	
15	ENDURANCE (full power) [SHOULD NOT BE LESS THAN 15 DAYS]	
16	MAIN ENGINE (Numbers, Make, BHP each)	
17	GENERATOR ENGINE (Numbers, Make, BHP each)	
18	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
19	SPEED (In Knots) [SHOULD NOT BE LESS THAN 9 Knots]	
20	a). FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT 90% MCR [RPM TO BE MENTIONED]. b). FUEL CONSUMPTION OF GENERATOR ENGINES PER HOUR	
21	FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT THE RPM GENERATING AT LEAST 30 TONNES BOLLARD PULL [RPM TO BE MENTIONED].	
22	DATE OF LAST DRY DOCKING	

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

THE TUG MUST FULFILL THE FOLLOWING CRITERION:

1. The Tug must be registered under Merchant Shipping Act/ Inland Vessel Act.
2. The Tug must have valid statutory and classification certificates for the performance of designated duties;
3. The tug should not be more than 15 years old as on 01.01.2015.
4. The tug should have a bollard pull of 30 Tonnes or more at 90% MCR;
5. Length Over All should not be more than 35 m and draft should not be more than 4.5 m;
6. The Tug should have twin engines and twin propulsions;
7. Type of propulsion- Kort Nozzle/ Tractor or Stern Mounted Azimuth Propulsion;
8. The contractor must keep all certificates of the tug valid and updated at all times during the entire period of contract;
9. In addition to the statutory manning, one suitable local 1st Class Inland Master, conversant with the KoPT channel, to be provided on board at all times.

13.0 MANNING:

- 13.1 Manning in the tug has to be provided as per M.S./I.V. Act as applicable.
- 13.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.
- 13.3 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to

KoPT. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel to be deployed by him.

- 13.4 The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the contractor.
- 13.5 A Liaison Officer should be deployed by the Contractor for interacting /communicating between KOPT, the vessel and other concerned officers at Haldia. Such liaison officer shall have a Mobile Phone with residential telephone facility and preferably stationed at Haldia. He should be a person having experience in the field of marine operation.

14.0 SCOPE OF WORK

- 14.1 **General :** The Tug shall primarily be used for assisting vessels inside Haldia Dock Complex and in the river for berthing/unberthing/ double banking etc. at different berths and at oil jetties by towing, checking & pushing. The Tug should have towing hooks forward and aft of adequate safe working load and mooring lines of sufficient strength for this purpose and also should be fitted with proper bow and stern fenders. The Tug should also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels and for any other work that the vessel is capable of and as assigned by the port anywhere, anytime, within the jurisdiction of the port as per requirement including assisting in the lighterage operation at Sagar/Sandheads.
- 14.2 The Tug should be highly manoeuvrable, capable of carrying out of the aforesaid operations in very close quarter situations and have an all round visibility from the wheel house for effective utilisation.
- 14.3 **The information being provided in the Tender document do not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and get acquainted with the method of ship-handling with tug assistance being done at the Port of Kolkata and also may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of the Tug offered by them.)**
- 14.4 The tug would also be used as a fire float as necessary and for spraying of Oil Spill Dispersants.
- 14.5 The Tug shall be required to be manned, maintained and made available for operation on 24 hours basis and shall be required to report for operation at ½ (half) an hour notice.

- 14.6** The tug will be required to maintain communication by VHF and mobile phone.
- 14.7** The tug will normally ply at manoeuvring speed except for the operational requirement when the speed may have to be increased or decreased.
- 14.8** The tug shall be under the operational command of Manager, Marine Operations, HDC or his Authorised representatives.
- 14.9** All transportation costs towards men and material is the responsibility of the contractor.
- 14.10** The contractor at their cost will print sufficient number of log books and log abstracts as per KoPT's approved format. The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours, fuel oil consumed / bunkered etc. to be logged daily and to be signed by the In-Charge / Master of the vessel and the same will be checked and countersigned by KoPT representative. A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the In-Charge / Master and same to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be undertaken on board and recorded. The daily log book to be retained on board / office and same to be produced on demand.
- 14.11** The Contractor shall undertake strict measures for 'Energy Conservancy' at all times.
- 14.12 Responsibility of operating the tug including manning, supply of fuel, lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken in to account while quoting the rates.**

In the event of higher consumption than the declared consumption or the pattern ascertained during joint trials, the cost of excess consumption will be deducted from the monthly bill of the contractor at the prevalent market rate.

For ascertaining consumption rate a joint trial will be carried out by a team comprising of representative of the Engineer of the Contract and the contractor. Such trials will be repeated in every six months or earlier to ascertain consumption rate.

15.0 KoPT's RESPONSIBILITIES

- 15.1 Berthing Facilities:** Kolkata Port Trust shall provide berthing facilities during the contract period at the jetties / berths at Haldia and Kolkata whenever possible. If the CONTRACTOR requires berthing space for the

maintenance of the Tug and for berthing the Tug during non-working period or for shelter during rough weather within the tenure of the contract the same will be provided Free of Cost either at alongside any berth or by double-banking or at moorings at sole discretion of the Engineer.

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

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

15.4 Repairing Facilities: Repairing facilities such as cranes and other equipment etc. owned by the OWNER may be made available to the CONTRACTOR subject to its availability at the discretion of the Engineer on payment of charges as per KoPT's Scale of Rates. In case of non-availability of these facilities with the OWNER, CONTRACTOR shall have to make alternative arrangement at his own cost and risk and the OWNER will not be held responsible for non availability of the same and it shall in no way affect the progress of the work. Facility for underwater inspection by KoPT's diving team may also be provided free of cost at the sole discretion of KoPT.

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

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

15.6 Gate passes for the crew of the Tug and other authorized representatives of the contractor will be provided free of cost.

16.0 Mobilization Period

On placement of Letter of Intent, the Tug is to be made available at Haldia and commence operation within 45 days.

17.0 BOLLARD PULL

The steady / sustained Bollard Pull of the Tug should be 30 Tonnes at 90% MCR at the time of delivery and during the course of the contract. This Bollard pull will have to be maintained during the currency of the contract. A bollard pull test has to be carried out including assessment of the condition, capability and performance of the tug before putting the Tug on hire. However, in case if such a test has been carried out and certified by a member of IACS within twelve months of commencement of contract, no further bollard pull test will be required before putting the tug on hire. However, The ENGINEER of the contract may, at his sole discretion, conduct Bollard Pull Test of the tug anytime(s) during the contractual period which shall be arranged by the Contractor at his own cost and risk. During such bollard pull tests, if the bollard pull falls below the required Bollard Pull of 30T @ 90% MCR, KoPT reserves the right to impose a penalty per day equivalent to 20% of the daily hire rate. However, if the Bollard Pull at 90% MCR is found to be 25 Tonnes or less, KoPT will reserve the absolute right to terminate the contract forthwith.

18.0 GUARANTEED AVAILABILITY:

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

However, a further layup period of another 30 days will be allowed in 3 instalments during the entire tenure of the seven years period of the contract for dry docking and survey repair of the Tug for maintaining its Certificate and carry out smooth operations. Further, contractors should be able to club the unused lay off period out of the 15 days available in a year along with full or part layup period of 30 days for the purpose of dry docking / surveys or other emergent repairs during the tenure of contract. Subject to prior permission of Manager Marine ops HDC. If due to such above layup, the availability falls below 350 days, no penalty shall be levied.

19.0 Operation Mode & Charges:

- 19.1 The vessel shall be ready for operation for 24 hours.

19.2 On Standby Mode

The vessel shall be deemed to be on standby if the vessel is made available to the authorized officer fully ready and fit for operation with sufficient crew,

fuel and stores on board whereby the officer can order the master to commence operation at half an hour's notice.

19.0 Accrual of Charges

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

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

21.0 Deduction and Penalties:

21.1 KoPT will not pay any of the scheduled rates for the days the operation of the vessel is suspended for the reasons attributed to the contractor. Further a sum equivalent to **50% of the 'Daily Hire Charge'** under Bill of Quantities will be imposed as penalty for each day or part thereof during the 'DEFICIT PERIOD'. However, Engineer of the contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor.

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

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

22.0 Duration of the contract.

This contract is for seven years and will come into force from the date of signing the Agreement.

23.0 Evaluation and comparison of bids.

23.1 Haldia Dock Complex, Kolkata Port Trust reserves the right to accept price part of the offer (part-II) of only such bidders whose technical and

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

- 23.2** Haldia Dock Complex, Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
- 23.3** The Bids received and accepted will be evaluated by method indicated in the Price Bid (clause 33) and the contract will be awarded to the lowest bidder subject to fulfilment of their tender conditions.
- 23.4** Haldia Dock Complex, Kolkata Port Trust reserves the right to refuse the tug on her arrival at Haldia if the same is found to be not fulfilling the requirement as laid down in the tender.

24.0 Bid Opening

24.1 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.

24.2 Part-II (Price part of the offer)

Price Bid of only those Bidders, whose Technical and commercial offers are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

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

26.0 Insurance: The vessel must have comprehensive insurance with a reputed P&I club having the following coverage:

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

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

KoPT, under no circumstances, shall be responsible for any damage to the Tug or for any accident to the personnel engaged by the Contractor during the operation of the tug or otherwise.

27.0 Payment:

27.1 Payment for Daily Hire Charges (item 'A' of clause 33) will be made once in a month by KoPT.

27.2 Payment shall be made to the contractor within 45 days of submission of relevant clear bills accompanied by vessels log abstract duly certified by KoPT representative. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.

28.0 Termination of Contract.

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

29.0 FORCE MAJEURE

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.

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

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

31. TUG'S ENCUMBRANCES ON CONTRACTOR:

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

32. List of enclosed formats

Format of Price Bid
 Form of Tender
 Format of Agreement
 Format of Performance Bond/Bank Guarantee/Security Deposit
 Format for Joint Venture Agreement
 Format for integrity pact
 Format of affidavit for ESI exemption
 Format for Indemnity Bond

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

=Rs..... {A}

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

= Rs..... {X}

II: COST OF FUEL{Y}

(a) FUEL CONSUMPTION PER HOUR PROVIDING 30 TONNES BOLLARD PULL. [RPM TO BE MENTIONED]:.....Ltrs.

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

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

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

(ii) COST OF HSD AT IOCL OUTLETS AT HALDIA ON **15.02.2015**.

YEARLY COST OF FUEL= [365 X(a+b) X 10]= Rs...{Y}

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

FORM OF TENDER

To
The Manager,
Marine Operations
Marine House
Haldia Dock Complex, Kolkata Port Trust,

Dear Sir,

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

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

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

We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer Rs..... vide Receipt No.....dated.....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 the opening date of Technical (cover-I) and in default of our so doing, the Earnest Money of Rs. 64,00,000/- (Rupees Sixty four lacs only) deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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

Yours faithfully,

Dated.....
Full Address

Signature.....

(Seal)

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

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

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

To
The Board of Trustees
For the Port of Kolkata.

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

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order) in terms of the Work Order No.....dated(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch....., do, on the advise of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We,Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,Bank.....Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Haldia Dock Complex, Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that WeBank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... BankBranch, to pay the amount covered by this Bank Guarantee in full

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

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive 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.....

(Only constituted attorney for and on behalf of)

BANK.....

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

Annexure-II**FORMAT OF AGREEMENT**
(on Rs. 50/- STAMP PAPER)**AGREEMENT FOR HIRING OF ONE TUG**

This Agreement made on theday of2015 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700001 hereinafter called "Trustees" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/S.....having its registered office at..... hereinafter called the "*contractor*" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

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

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-

- i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
- ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.
- iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
- iv) The work order.....dated.....
- v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of supplying one Tug with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of one year from the date of work order and the same work may be extended for one more year under the same terms and conditions if desired by KOPT in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract a sum of Rs.....(Rupees) only at the times and in the manner prescribed in the contract.

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

Contractor

**Manager, Marine Operations,
Haldia Dock Complex, KoPT**

Witness

1.....

2.....

Annexure-III

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 HALDIA DOCK COMPLEX, KOLKATA PORT TRUST in connection with work of _____ (please mention the work of the tender).

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

NOW THIS DEED WITNESSED AS UNDER:

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

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

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

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

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

First Party:

Second Party:

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

First Party:

Second Party:

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

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

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

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

10. Opening and operation of Bank Account:

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

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

Party of First Part

Party of Second Part

Witness:

1)

2)

Annexure-IV
INTEGRITY PACT

Between

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

And

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

NOW, THEREFORE,

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

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

Section 1 - Commitments of the Principal/ Employer

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

- a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any

materials or immaterial benefit which the person is not legally entitled to.

- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **"Guidelines on Indian Agents of Foreign Suppliers"** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on 'Indian Agents of Foreign Suppliers' is annexed and marked as Annex-"A".
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking/Enterprise in India, Major Ports/ Govt.

Departments of India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

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

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

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

Section 8 – Roll of Independent External Monitor (IEM)

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER/CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and

demonstration, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ contractor/ Sub-Contractor(s) with confidentiality.

(g) The Monitor will submit a written report to the designated Authority of Principal/Employer/Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Employer/Bidder/Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

Section 9 – Facilitation of Investigation:

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

Section 10 - Pact Duration:

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

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

Section 11 - Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing, in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Annexure-V

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

(On the Rs. Ten Non Judicial Stamp paper)

BEFORE THE 1st. CLASS MAGISTRATE AT

AFFIDAVIT

Ison ofaged aboutyear, by faithby occupationresiding at, do hereby solemnly affirm and declare as follows:-

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

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

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

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

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

Identified by me

DEPONENT

Annexure – VI**INDEMNITY BOND**

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

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

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

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

Sureties

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

Witnesses

Name :

Signature :

Address :

Annexure – VII

DETAILS OF THE TUG BEING OFFERED:

Sl. No.	PARTICULARS	ITEM
1	NAME OF THE TUG	
2	OWNER	
3	FLAG	
4	BUILDER	
5	AGE OF THE TUG –(Must not be more than 15 years old as on 01.01.2015)	
6	OFFICIAL NO.	
7	REGISTERING AUTHORITY (Must be under MS Act)	
8	GRT/NRT	
9	LOA [NOT MORE THAN 35m)	
10	BEAM	
11	DEPTH	
12	DRAFT [NOT MORE THAN 4.5 m]	
13	STATIC BOLLARD PULL (Must have steady/ sustained bollard Pull of not less than 30 Tonnes at 90% MCR	
14.	TOWING ARRANGEMENT (Must have quick release towing hooks forward and aft of adequate SWL)	
15	ENDURANCE (full power) [SHOULD NOT BE LESS THAN 15 DAYS]	
16	MAIN ENGINE (Numbers, Make, BHP each)	
17	GENERATOR ENGINE (Numbers, Make, BHP each)	
18	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
19	SPEED (In Knots) [SHOULD NOT BE LESS THAN 9 Knots]	

20	a). FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT 90% MCR [RPM TO BE MENTIONED]. b). FUEL CONSUMPTION OF GENERATOR ENGINES PER HOUR	
21	FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT THE RPM GENERATING AT LEAST 30 TONNES BOLLARD PULLS [RPM TO BE MENTIONED].	
22	DATE OF LAST DRY DOCKING	
23	DUE DATE OF NEXT DRY DOCKING (To maintain validity of class and statutory certificates)	
24	PROPULSION TYPE	
25	EXTERNAL FIRE FIGHTING CAPABILITY-[Must have dual purpose monitors having a fire pump of adequate capacity and capable of storing & dispersing AFFF foam.]	
26	CREW INCLUDING MASTERS	(Please give details separately & annex)

THE TUG MUST FULFILL THE FOLLOWING CRITERION:

1. The Tug must be registered under Merchant Shipping Act/ Inland Vessel Act as applicable.
2. The Tug must have valid statutory and classification certificates for the performance of designated duties;
3. The tug should not be more than 15 years old as on 01.01.2015.
4. The tug should have a bollard pull of 30 Tonnes or more at 90% MCR;
5. Length Over All should not be more than 35 m and draft should not be more than 4.5 m;
6. The Tug should have twin engines and twin propulsions;
7. Type of propulsion- Kort Nozzle/ Tractor or Stern Mounted Azimuth Propulsion;
10. The contractor must keep all certificates of the tug valid and updated at all times during the entire period of contract;

11. In addition to the statutory manning, one suitable local 1st Class Inland Master, conversant with the KoPT channel, to be provided on board at all times.

12.0 **MANNING:**

12.1 Manning in the tug has to be provided as per M.S./ I.V. Act as applicable.

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

12.3 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.

12.4 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.

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

Document to be submitted along with Techno-Commercial Bid.

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

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

- b) Copies of Annual accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2014.
- c) Copy of upto date Professional Tax Payment Challan for the tenderer and his employees.
- d) Copy of valid Certificate of Registration from the Registering Authority.
- e) Copy of Certificate from R.P.F.C. & E.S.I.C. indicating respective Code No(s) as applicable.
- f) Copies of valid Trade Licence as applicable.
- g) Copies of Registration Certificate of the vessel the tenderer intends to supply. Detailed particulars of the vessel intended to be supplied shall be furnished by the tenderer along with 'Techno-Commercial Bid' of the Tender in the format given at Annexure- 'VII'.
- h) Partnership deed (duly attested) in case the tenderer is a partnership firm.
- i) Certified copy of Memorandum of Association in case the tenderer is a company.

Request for tender documents should also be accompanied by the following declarations. In the case of downloading of the tender document the following have to be enclosed along with the techno-commercial bid of the Tender: -

- A declaration that the tenderer(s) are fulfilling the eligibility criteria.
- A declaration that the tenderer(s) have not been debarred or de-listed by any Govt. or quasi – Govt. agencies or PSUs in India.

Mere issue of Tender Document will not mean that the bidder/tenderer will be automatically considered qualified and their bids will be entertained. Such qualification will again be reviewed at the time of evaluation of bids.

The Trustees reserve the right to reject or to accept the tender in whole or in part without assigning any reason whatsoever thereof.

PART II**PRICE BID****I. DAILY HIRE CHARGE FOR THE TUG**

=Rs..... {A}

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

= Rs..... {X}

II: COST OF FUEL{Y}

(a) FUEL CONSUMPTION PER HOUR PROVIDING 30 TONNES BOLLARD PULL. [RPM TO BE MENTIONED]:.....Ltrs.

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

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

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

(ii) COST OF HSD AT IOCL OUTLETS AT HALDIA ON **15.02.2015**.**YEARLY COST OF FUEL= [365 X(a+b) X 10]= Rs...{Y}****TOTAL PRICE = Rs. [{X} + {Y}] =**

*****000000*****