



**KOLKATA PORT TRUST**  
**KOLKATA DOCK SYSTEM**  
**DIRECTOR, MARINE DEPARTMENT**

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**BID DOCUMENT**  
**FOR THE TENDER**  
**OF**  
**HIRING 9 LAUNCHES AND 1 MOTORBOAT WITH MANNING FOR**  
**HYDROGRAPHIC SURVEY / RESEARCH / RIVER TRAINING / RIVER**  
**CONSERVANCY AND ALLIED WORKS**  
**FOR A PERIOD OF 3 YEARS**

**OF**  
**KOLKATA PORT TRUST**  
**TENDER NO. MRN/4697/979**  
**e-TENDER No.: KoPT/KDS/DMD/**

**September - 2018**

**Tender Fee: ₹ 2500/- + GST @ 18%**

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## 1.0 NOTICE INVITING TENDER

TENDER NO. MRN/4697/979

DATED: September 25, 2018

**Kolkata Port Trust intends to hire 09 launches and 1 motorboat with manning for Hydrographic Survey / Research / River Training / River conservancy and allied works for a period of 3 years, in the following categories.**

**Category A** – [PARTIALLY SMOOTH WATER LAUNCHES]: Includes those launches which possess the requisite certificate and equipment necessary to ply in partially smooth water limits of River Hugli. **Requirement – 3 Nos.** [Marine – 2, HSD – 1]

**Category B** – [SMOOTH WATER LAUNCHES]: Includes those launches which possess the requisite certificate and equipment necessary to ply in smooth water limits of River Hugli. **Requirement – 6 Nos.** [Marine – 4, HSD – 2]

**Category C** – [MOTOR BOAT]: A motorboat certified to ply in smooth water limits of River Hugli. **Requirement – 1 No** [Marine]

**KOLKATA PORT TRUST RESERVES THE RIGHT TO EITHER AWARD THE ENTIRE CONTRACT TO ONE BIDDER OR SPLIT AND AWARD THE CONTRACT TO TWO OR SEVERAL BIDDERS AT L-1 RATE, IN ORDER TO FULFIL ITS TOTAL REQUIREMENT.**

**BIDDERS ARE FREE TO QUOTE EITHER FOR ONE LAUNCH OR FOR ALL THE LAUNCHES.**

REGARDING AWARD OF CONTRACT, L-1 BIDDER WILL BE ACCORDED PRIORITY OVER L-2 BIDDER, AND SIMILARLY L-2 BIDDER WILL BE ACCORDED PRIORITY OVER L-3 BIDDER IN A PARTICULAR CATEGORY DEPENDING UPON THEIR CAPABILITIES.

**THE TENDER WILL NOT BE EXTENDED BEYOND THE DUE DATE.**

Online E-Tenders under two-part system (Techno-Commercial Bid and Price Bid) are invited for the above work from reputed, bonafide and resourceful Fleet Owners / Fleet Managers / Fleet Operators having the experience in supplying, manning and operation of launches / motorboats or other crafts meeting following pre-qualification criteria.

<b>Estimated value of the Tender for 3 years for one launch</b>	<b>Category A</b> (Partially Smooth Water launch)	Rs.95.6 Lakhs for each launch
	<b>Category B</b> (Smooth Water launch)	Rs.60.1 Lakhs for each launch
	<b>Category C</b> (Motor boat)	Rs.47.3 Lakhs for the motorboat

**SCHEDULE OF TENDER (SOT)**

<b>Tender No.</b>	<b>MRN/4697/979</b>	
<b>Tender Authority</b>	<b>Director, Marine Department,</b> Kolkata Port Trust.,15, Strand Road, Kolkata-700001, Phone:033-2230-3451/ 033-2230-3214 -Extn:375, Fax No: 033-2231-3271 <b>E-mail: <a href="mailto:dmd@kolkataporttrust.gov.in">dmd@kolkataporttrust.gov.in</a></b> <b>Website: <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a></b>	
<b>Mode Of Tender</b>	e-Procurement System. (Online two part Techno-Commercial Bid and Price Bid through CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ). The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.	
<b>E-Tender No.</b>	KoPT/KDS/DMD/_____	
<b>Estimated value of Tender</b>	<b>₹696 Lakhs</b>	
<b>Validity of Price Bid</b>	<b>180 Days</b> from the date of opening of the Techno-commercial bid	
<b>Period of Contract</b>	<b>Three (3) years</b>	
<b>Date of NIT available to parties to download</b>	<b>27.09.2018 at 1000 hrs.</b>	
<b>Date, time &amp; place of offline Pre-Bid Meeting</b>	<b>04.10.2018 at 1430 hrs. in the room of Director, Marine Department</b>	
<b>i) Earnest Money Deposit for each quoted launch</b>	Category A	Rs.1,92,000/- for each quoted launch
	Category B	Rs.1,20,000/- for each quoted launch
	Category C	Rs.94,600/- for the motorboat

<b>ii)Tender Cost</b>	Tender Cost containing Banker's cheque or Pay Order or Demand Draft from any of the Nationalized Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" of <b>Rs. 2500/-</b> (Rupees Two Thousand Five Hundred only) (+ <b>GST @ 18 %</b> ) as the cost towards tender document or Treasury Receipt of the deposit issued by the Treasurer, <b>Kolkata Port Trust</b> , as the case may be. All Banker's Cheques / Pay Orders / Demand Drafts should be drawn in favour of "Kolkata Port Trust" on any Nationalized Banks having branch in Kolkata.
<b>Last date of submission of Tender Document Fee and Earnest Money</b>	<b>22.10.2018 upto 1400 hrs.</b>
<b>Date of Starting of e-Tender for submission of online bids (Techno-Commercial Bid and price Bid) at CPP Portal</b>	<b>27.09.2018 at 1000 hrs.</b>
<b>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	<b>22.10.2018 at 1400 hrs.</b>
<b>Date and time of opening of Part-I (i.e. Techno-commercial Bid)</b>	<b>23.10.2018 at 1430 hrs.</b>
<b>Date and time of opening of Price Bid (Part-II)</b>	<b>Bidders to be informed separately.</b>

**(Capt. J.J. Biswas)**

Director, Marine Department

Tender Inviting Authority

## 2.0 IMPORTANT INSTRUCTIONS FOR E-TENDER

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

### **Contact persons (KoPT):**

1. Capt. A.K. Yadav, Chief Hydrographer  
E-mail ID: [akyadav@kolkataporttrust.gov.in](mailto:akyadav@kolkataporttrust.gov.in)  
Mobile: 9836298685
2. Capt. J.J. Biswas, DMD  
E-mail ID: [dmd@kolkataporttrust.gov.in](mailto:dmd@kolkataporttrust.gov.in)  
Mobile: 9836298620

### **Contact persons (CPP Portal):**

1. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com  
*See CPP Portal for contact details.*

## 3.0 PRE-QUALIFICATION CRITERIA

**Pre-Qualification Criteria has been drawn on one year's estimated value of work for one launch in each category.** *[Financial experience and turnover in each category is to be multiplied by the number of launches the bidder intends to quote for.]*

- 3.1 The Bidders must have successfully undertaken similar work during the last 7 (seven) years ending 31<sup>st</sup> August, 2018 in either of the following manner:

<b>Category A (Partially Smooth Water Launch) Requirement- 3 (For each launch quoted)</b>	<b>Category B (Smooth Water launch) Requirement- 6 (For each launch quoted)</b>	<b>Category C (Motor Boat) Requirement- 1 (For each launch quoted)</b>
3 works of Rs.12.75 Lakhs each for each launch quoted	3 works of Rs.8.0 Lakhs each for each launch quoted	3 works of Rs.6.3 Lakhs
OR	OR	OR
2 works of Rs.15.94 Lakhs each for each launch quoted	2 works of Rs.10.0 Lakhs each for each launch quoted	2 works of Rs.7.9 Lakhs each
OR	OR	OR
1 work of Rs.25.50 Lakhs each for each launch quoted	1 work of Rs.16.0 Lakhs for each launch quoted	1 work of Rs.12.6 Lakhs

- 3.2 Bidders must have the following financial turnover during the last 3 years ending 31<sup>st</sup> March, 2018.

<b>Category A</b> (For each launch quoted)	<b>Category B</b> (For each launch quoted)	<b>Category C</b>
Financial Turnover Rs.9.6 Lakhs	Financial Turnover Rs.6.0 Lakhs	Financial Turnover Rs.4.7 Lakhs

- 3.3 The bidders must own at least one launch in the category for which they intend to quote for.
- 3.4 **“Similar Works”** means supply of launch / motorboat / any other mechanised craft certified under I.V or M.S. Act with experienced crew successfully.
- 3.5 Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Annual Reports, Audited Balance Sheet and Profit and Loss accounts for last 3 years (i.e., 2015-16, 2016-17, 2017-18).

#### 4.0 GENERAL CONDITIONS OF THE CONTRACT

- 4.1 General Conditions of Contract (GCC), which is available in the KoPT website for download, at ‘Homepage – Rule and Regulations – Non-Service Regulation’ (Direct Link - <http://kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=2531>), will form an integral part of the tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of the Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract. Only those Clauses, Forms or Formats of the aforesaid GCC, which are not covered anywhere in this Tender Document, shall be applicable.

#### 4.2 Format and Signing of the offer document:

- The offer / bid has to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.
- The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderer in which case such corrections should be initialled by the person(s) signing the documents.

- c) The Tenders are to be submitted in two parts, i.e. 'Part-I' & 'Part-II'. 'Part-I' should constitute the Technical Bid with Terms & Conditions of offer and 'Part-II' should constitute only the Price Bid without any deviation and condition. Both parts, i.e. Part-I & Part-II, are to be submitted through CPP Portal (eprocure.gov.in).
- 4.3 'Part-I' (**Techno-Commercial bid**) - Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.

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

- a. Brief particulars of the Firm.
- b. Current Trade License and GST registration certificate, Audited Balance Sheet and Profit and Loss accounts for last 3 years (i.e., 2015-16, 2016-17, 2017-18).
- c. Details of similar work carried out by the firm with value of each work supported by authentic documents with Work order / Agreement, Performance Certificate, etc.
- d. A separate letter addressed to the Director, Marine Department confirming that the Tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.
- e. Photo Copy of PAN Card.
- f. Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable.
- g. Original Bank Draft / Banker's Cheque / Pay Order payable to "**Kolkata Port Trust**" for **Earnest Money Deposit** as calculated in the office of the Chief Hydrographer, Marine Department physically (Addressed to Director, Marine Department), 15 Strand road, Kolkata – 700 001 before opening of the bid. A photocopy of the same also to be uploaded in their offer in the CPP Portal. (Please refer to Clause 5.0 below for further details.)
- h. Copy of Treasury Receipt of Rs.2,500/- + GST @ 18%, issued by KoPT or original Bank Draft / Banker's Cheque/Pay order in favour of "**Kolkata Port Trust**" as cost of **Tender Document** physically, in the office of the Chief Hydrographer, Marine Department (Addressed to Director, Marine Department) 15, Strand road, Kolkata-700001 before opening of the bid. A photocopy of the same also to be uploaded in their offer in the CPP Portal.
- i. NSIC document, if applicable, for exemption of Earnest Money Deposit and cost of Tender Document (Ref. Clause 5.20 also).
- j. That the bidding firm has not been debarred / de-listed by any Government / Quasi Government / Public Sector undertaking in India.
- k. The details of launches proposed to be deployed for the purpose (as per enclosed format).
- l. Letter of authority, if any.
- m. Filled up **Form of Tender** as per enclosed proforma (Annexure – I).

- n. 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 1<sup>st</sup> Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format (Annexure- IV). 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 –V).
- o. Certificate / declaration of compliance with Minimum Wages Act.
- p. 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 – VII).
- q. A declaration that the launches are free from all encumbrances and lien.

4.4 **Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.** Price bid would be opened electronically of only those bidder(s) whose Part – I (Techno-Commercial bid) are acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part – II (Price bid) through valid e-mail confirmed by them.

#### 4.5 Undertaking:

The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

**“The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.”**

With this there will be no necessity to upload signed bid document and GCC.

4.5.1 THE DOCUMENTS UPLOADED BY THE BIDDERS WILL BE SCRUTINIZED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF THE DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S).

#### 5.0 INSTRUCTION TO BIDDERS

- 5.1 The bidders **must upload** all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 5.2 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.

- 5.3 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, arranging for the mandatory demonstration / trials or for any other expenses incurred in connection with such bidding.
- 5.4 Please note that there is no provision to take out the list of the parties downloading the tender document from the website mentioned in the NIT. As such, **bidders are requested to see the website once again before the due date of the tender opening to ensure that they have not missed any corrigendum/addendum uploaded against the said tender after downloading the tender document.** The responsibility of downloading the related corrigenda/addenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum/addendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from website.
- 5.5 The work is 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 in the address given in the next clause.
- 5.6 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:-

**Director, Marine Department  
Kolkata Port Trust,  
15, Strand Road,  
Kolkata-700 001.**

- 5.7 The bidders may please note that the Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Kolkata Port Trust's Officers 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.
- 5.8 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. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.
- 5.9 While evaluating tenders, regard would be paid to National Defence and Security consideration.

- 5.10 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tender, the same will be opened on the next working day at the scheduled time.
- 5.11 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 5.12 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 may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 5.13 The bids shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 5.14 Price Bids containing any sort of qualifying expressions will be rejected.
- 5.15 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited.
- 5.16 Kolkata Port Trust may ask further documents related to experience of similar works for verification if they are not satisfied with the submitted documents. If the work order(s) and Performance Certificate(s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.
- 5.17 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, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust .
- 5.18 Director, Marine Department or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder.
- 5.19 The General Conditions of Contract of KOPT shall be applicable wherever relevant.
- 5.20 Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves of waiver of EMD and Cost of Tender Document:
  - i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued
  - ii) Certificate of District Industries Centre (DIC) or AADHAR based MSME Certificate where the categories of firms, i.e. micro or small is mentioned.

## **6.0 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 agreements 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-VI).
- 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) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- ix) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

#### **6.1 FURTHER CONDITIONS FOR JV/CONSORTIUM:**

Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term

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‘Tenderer’ used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

(a) The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a **Conflict of Interest** shall be disqualified. A Tenderer shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:

(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb). (i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary;

**OR**

(ii) A constituent of such Tenderer is also a constituent of another Tenderer;

**OR**

(iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer,

or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof;

**OR**

(iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer;

**OR**

(v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Tender of either or each other.

(b) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of KoPT in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

**Explanation:** In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

**Note:**

Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

The Tenderer(s) shall have valid documents as listed in various clauses of this tender document and submit the same in the manner as stipulated.

## **7.0 EARNEST MONEY DEPOSIT**

- a) An amount as per following table shall be submitted as Earnest Money Deposit by Demand Draft / Banker's Cheque / Pay Order to "Kolkata Port Trust" and payable at Kolkata.

Earnest Money Deposit	Category A	Rs.1,92,000/- for each quoted launch
	Category B	Rs.1,20,000/- for each quoted launch
	Category C	Rs.94,700/- for the motorboat.
<b>Bidders quoting for more than one launch shall submit the EMD at the prescribed rates multiplied by the number of launches quoted for in each category.</b>		

- b) EMD of unsuccessful bidders will be refunded without interest within 2 months from the opening of Price Bid or on finalisation / acceptance of the tender, whichever is earlier. If Price Bid is opened before expiry of validity of EMD, the same will be refunded to the bidders other than L-1 bidder. EMD of L-1 bidder will only be encashed. If price bid cannot be opened for any reason before expiry date of Earnest Money, 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.**
- c) EMD of successful bidder will be returned without interest after submission 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. Earnest Money shall be forfeited if any tenderer withdraws or alters his offer within the validity period of the tender, making it unacceptable to KoPT. For the purpose of this provision, the validity period shall include any / all extension thereof as agreed to by the tenderer in writing. Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money.
- d) **Exemption:** MSME / DIC / NSIC registered firms (under single point registration scheme) are exempted from depositing Earnest Money (ref. Clause 5.20). Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

## 8.0 SECURITY DEPOSIT

- 8.1 After the issuance of Letter of Intent, Security Deposit shall be submitted within 15 (fifteen) working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within 15 days thereafter.
- 8.2 Successful tenderer will submit Security Deposit for a sum equivalent to 10% of the total evaluated price of the tender for each launch / motorboat for one year and as accepted by KoPT in demand draft or in the form of Bank Guarantee as per the enclosed format in favour of 'Kolkata Port Trust' from a Nationalized Indian Bank with office 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 Calcutta High Court. The Security Deposit shall remain valid for 6 months after the expiry of the contract.

However, the tenderer will also have the option to convert the EMD against each launch / motorboat as a part of Security Deposit. For this purpose, the successful bidder shall submit a 'letter of consent' for adjusting the EMD as a part of security deposit.

The Security Deposit will be released within 60 days after successful completion of the contract without any interest.

- 8.3 KoPT shall encash the Security Deposit in the event the contractor fails to supply the launch(es) and commence operation at the order of Engineer or his authorised representative, or when the contractor has defaulted for more than 30 days 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.
- 8.4 The Director, Marine Department shall have the right to ask for the extension of the above Security Deposit till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Director, Marine Department.

## **9.0 DUTIES & TAXES**

### **9.1 GST**

- a) The prices quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- b) Suppliers/ service providers to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.
- c) The supplier/service provider agrees to comply with all GST laws, including GST acts rules, regulations, procedures, circulars and instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTIN. In case there is any mismatch between the details so uploaded in GSTIN by Supplier/Service Provider and details available with Kolkata Port Trust, then payments may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTIN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- d) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

e) Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by the contractor for a particular year before September of the succeeding Financial Year.

f) The purchase order/work order shall be void, if at any point of time contractors are found to be a blacklisted dealer as per GSTIN rating system and further no payment shall be entertained.

g) If any new taxes and duties, increase in existing taxes and duties are imposed by the Central/State Government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rate.

## 10.0 PRICING OF BID

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

10.2 **Currency of Quotations:** The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

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

## 10.4 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 “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 DIRECTOR MARINE DEPARTMENT” - The expression “The Director, Marine Department” means the office holding that post under the Trustees and includes his successors in office.

“THE ENGINEER” – The expression “The Engineer” means the Director, Marine Department, 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 Director Marine Department 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 half an hour on receipt of order;
- iii) The period during which the launch has been decommissioned without the approval of the Engineer.

The Director, Marine Department 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.

#### 11.0 SCHEDULE OF LAUNCHES AND INFORMATION REQUIRED

*(Please use separate sheets for more launches as necessary)*

##### 11.1 SCHEDULE FOR CATEGORY A (Partially Smooth Water Launch) AND CATEGORY B (Smooth Water Launch) LAUNCHES.

Sl. No.	Particulars	Details
1	Name of the Launch	
2	Name of the owner with address	
3	Year of Built	
4	Official No.	
5	Registering authority	
6	Date of validity of certificate	
7	Type of Hull (Wooden hull should be protected at least up to water line by metal sheet)	
8	Length (Not less than 15 mtrs)	
9	Beam (Not less than 4 mtrs)	
10	Draft (Not more than 1.5 m)	
11	Engine Power (BHP) - not less than 150	
12	Speed (Not less than 7 knots in still water)	
13	Capacity (Not less than 15 persons excluding crew)	
14	Endurance (Not less than 7 days)	
15	Number of cabins	
16	Auxiliary engine (One 220V AC generator for battery charging and for operation of electronic equipment to	

	be provided)	
17	VHF fitted on board	(Yes / No)

### 11.2 The launches should also conform to the following:

- i) The navigation bridge and chartroom space should have all round visibility. A suitable steering compass and a VHF set should be installed on the launches.
- ii) The contractor must keep the certificate of the launches valid and updated during the entire contractual period. The Launch should be river-worthy, painted and kept clean at all times and maintained in good running condition.
- iii) The top deck of the launch should be provided with suitable lights, tarpaulin awning and proper guardrail. A working table 4' x 2'-6" (approx.) should also be provided.
- iv) At least 2 good cabins to be provided on each launch with functional lights and fans. A Bathroom-cum-WC with a commode with flushing system, washbasin, mirror and a shower with running fresh water, is to be provided for the use of Officers. The bathroom and cabins should be properly lit and ventilated.
- v) All cabins must be provided with a bunk with suitable mattress and pillows. Clean and good quality linen (Bed Sheets, Pillow covers, Blankets and Towels, etc.) to be provided.
- vi) A covered dining space with Dining Table and 6 (six) folding chairs for use of Officers to be provided. Necessary crockery, cutlery and cooking utensils for 6 (six) officers should be supplied. A washbasin must also be provided in the Dining Room with running fresh water. A covered area with stove to be provided for use of departmental staff for their cooking.
- vii) Permanent arrangements in the form of brackets, etc. to be provided for fitting outboard transducers for echo sounders and for fitting DGPS antenna on both sides of the launch.
- viii) One 220V AC generator with plug points for battery charging, echo-sounder, position fixing systems, computers, etc. along with adequate electric lights & fans to be provided.
- ix) The contractor shall obtain Police Verification Certificates from the respective local police stations for all his employees deployed on the launches including supervisors. The Contractor shall also issue a photo Identity Card to all his employees as per prescribed format of Kolkata Port.

### 11.3 SCHEDULE FOR CATEGORY C ( Motorboat- Requirement 1)

Sl. No.	Particulars	Motorboat
1	Name of the motorboat	
2	Name of the owner with address	

3	Year of Built	
4	Official No.	
5	Registering authority	
6	Date of validity of certificate	
7	Type of Hull	
8	Length (Not more than 8.5 mtrs)	
9	Beam (Not more than 3.5 mtrs)	
10	Draft (Not more than 1.0 m)	
11	Engine Power (BHP) - not less than 45. Should be capable of going astern.	
12	Speed (Not less than 5 knots in still water)	
13	Capacity (Not less than 6 persons excluding crew)	
14	Auxiliary engine (One 220V AC generator for battery charging and for operation of electronic equipment to be provided)	

## 12.0 MANNING

- 12.1 Manning should be provided as per rule requirement. The Contractor will be required to submit attested copies of all certificates pertaining to the launches / motorboat and the crew on board. The Drivers and Inland Masters of the launches / motorboat must possess valid certificates for operating / manning the launches / motorboat, failing which the contract would be automatically invalidated.
- 12.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and other exigencies can be accommodated.
- 12.3 Launch / motorboat crew shall be in uniform while on duty. Food and other facilities for crew shall be arranged by the contractor.
- 12.4 All transportation costs towards men and material is the responsibility of the Contractor.
- 12.5 A Liaison Officer should be deployed by the Contractor for interacting / communicating between KoPT, the launch / motorboat and other concerned officers. Such liaison officer should be given a residential telephone and a mobile phone by the contractor.

## 13.0 SCOPE OF WORK

- 13.1 3 (Three) partially smooth water launches, 6 (Six) smooth water launches and 1 (One) motorboat to be supplied throughout year.
- 13.2 The launches / motorboat shall generally be used for hydrographic survey work / Research and River training works, various conservancy works including pilotage, transportation of men and material in the Bhagirathi-Hooghly river system and

connected waterways and for any other works that the launches are capable of performing and as may be assigned by the port including assisting in shipping activities. Kolkata Port also reserves the right to utilize the launches at any time, at any place and for any other job within its limits.

- 13.3 The launches / motorboat 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 half an hour notice.
- 13.4 The launches should be made available by the Contractor at his own cost at reporting Departments / Stations / Units as per direction of the Engineer, or as per the work order. The contractor will also demobilise the launches on termination of hire at his own cost.
- 13.5 Responsibility of operating the launches/motorboat including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties will rest wholly on the contractor. Fuel and fresh water shall be collected with the approval of KoPT official in a manner that it does not affect the normal operation of the launches/motorboat. All costs in this regard are to be borne by the contractor. Fuel and Lubricants shall be collected only from authorized suppliers/dealers.
- 13.6 Insurance: The launches / motorboat must be insured with any reputed Indian insurance company in the following manner:
  - a) The hull, machinery and 3rd party liability.
  - b) Total loss of the launches/motorboat.
  - c) Insurance Coverage of wreck removal in case the launches/motorboat is wrecked.
- 13.7 In absence of insurance coverage for wreck removal, the contractor will be required to submit an undertaking that they will remove the wreck at their own cost and risk in case the launches/ motorboat are wrecked.
- 13.8 All persons deployed by the contractor on board the launches / motorboat shall be insured by the contractor at his cost. Kolkata Port shall not be responsible for any accident / damage to the launches/motorboat or loss of life/injury to the launch / motorboat crew under any circumstance.
- 13.9 The launches / motorboat will be required to maintain communication by VHF (except motorboat) and a dedicated mobile phone.
- 13.10 The crew of the launches / motorboat shall be required to assist during the survey / research / conservancy and allied operations undertaken by the launch as per direction of KoPT in-charge.
- 13.11 One of the launch crew will be required to cook for the Officers and departmental crew, including serving of food, tea, etc. to the officers as may be required.

- 13.12 The contractor shall maintain a daily log book for each launch / motorboat. All particulars regarding movement of the launches / motorboat, daily running hours etc. to be logged and signed by the In-Charge / Master of the launches / motorboat and the same will be checked and countersigned by a KoPT representative. A monthly log abstract to be prepared mentioning all the above stated important parameters, and shall be submitted with the monthly bill. The contractor, at his cost, shall print sufficient number of log books and log abstracts as per KoPT's approved format. The daily log book to be retained on board / office and shall be produced on demand.
- 13.13 The contractor shall undertake strict measures for 'Energy Conservancy' at all times.
- 13.14 **KoPT's responsibility:** Kolkata Port will provide berthing facility to the launches / motorboat free of cost subject to availability. In the event that KoPT is unable to provide berthing facilities, the launches / motorboat will make own arrangements to remain safely at anchorage or at moorings in the river nearby.
- 13.15 Fresh water will be supplied to the launches / motorboat free of cost by Kolkata Port subject to availability. In case fresh water cannot be supplied by the port, the contractor shall make own arrangements.
- 13.16 Gate passes for men and materials for the launches / motorboat shall be provided free of cost during the contract period.
- 14.0 **AVAILABILITY / PENALTY / LIQUIDATED DAMAGE:**
- 14.1 **GUARANTEED AVAILABILITY:** The contractor will have to stand guarantee for availability of the launches / motorboat for 350 days in a year, in fully operational condition. A period of maximum 15 days in a year will be allowed for repair / maintenance subject to prior approval of the Engineer of the contract. In case the availability of the launches / motorboat falls below the said minimum guaranteed period, no charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 14.3 will be applicable.
- 14.2 In the event of breakdown of the launches / motorboat, the contractor will be at liberty to replace the same with another launch / motorboat having similar capabilities.
- 14.3 **Penalty:** KoPT will not pay any of the scheduled rates for the days the operation of the launches / motorboat is suspended for reasons attributed to the contractor. Further, a sum equivalent to 25% of the 'Daily Hire Charge' under Bill of Quantities will be imposed as penalty for the 'DEFICIT PERIOD'. Such recovery will be made from the running bill of the contractor and will be subjected to levy of GST at the applicable rates.
- 14.4 The Engineer of the contract may waive of the penalty if he is satisfied that the reasons of default were beyond the control of the Contractor.

- 14.5 **Liquidated Damage:** If the successful Bidder fails to supply the launch(es) / motorboat within the stipulated date(s) or such extension thereof as communicated by the Engineer in writing, he shall pay compensation (Liquidated Damage) to the Trustees and not as penalties, half percent of the total evaluated value of the tender for each launch / motorboat in default for every week or part thereof, provided that the amount of such compensation shall not exceed 10% of the total value of contract per launch / motorboat. Such penalties will also be subjected to levy of GST at the applicable rates.

#### 15.0 **OPERATION MODE & ACCRUAL OF CHARGES:**

- 15.1 The launches / motorboat shall be ready for operation for 24 hours.
- 15.2 **On Standby mode:** The launches / motorboat shall be deemed to be 'on standby mode' if they are 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.
- 15.3 **Accrual of Charges:** The contractual charges are inclusive of all the expenses connected to the operation of the launch / motorboat including supply of manning, stores, fuel and lubricants, materials required for the same. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT in the following manner.
- a) **Daily Hire Charge:** This charge shall be paid for everyday the launch/motorboat is on standby mode as described in clause no. 15.2 above. However, during the lay off period of the launch either for repair or for any other reason attributable to the contractor, no charge shall be payable.
  - b) **Hourly Running Charge for main engine:** This charge shall be payable only for the period the launch is actually in operation for port's requirement.  
In the event Kolkata Port is unable to provide berthing facilities to the launches / motorboat and the launches / motorboat are required to remain at anchor or in the moorings, 'Hourly running charge for main engine' for a maximum of half an hour shall be paid extra per day.  
Further, if any of the launches/motorboat remains unutilized throughout the day for reasons attributable to the port, 'Hourly running charge for main engine' for a maximum of half an hour shall be paid extra per day for upkeep of machineries and charging of batteries.
  - c) **Hourly running charge for Generator:** This charge shall be payable only for the period the generator is required to be operated for port's requirement.

#### 16.0 **ESCALATION / DE-ESCALATION**

Escalation and de-escalation on the hourly running charge of main engine and generator as quoted by the party in the format of price bid (clause 27) will be applicable at the

same percentage variation of the price of HSD as compared to the base price of HSD which is Rs.71.75 per litre as on 01.06.2018 at Kolkata.

#### 16.1 **MOBILISATION PERIOD**

The launch(s)/ motor boat to be made available to the port at the desired locations in fully operational condition within 15 days on issuance of the work order.

#### 17.0 **DURATION OF THE CONTRACT**

This contract is for 3 (three) years as per the agreement. The contract will come into force from the date of commencement of operation of the launches / motorboat at Kolkata Port.

#### 18.0 **BID OPENING, EVALUATION AND COMPARISON OF BIDS**

18.1 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 bidders. 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.

18.2 Part-I: Technical and Commercial Aspects: One representative of each bidder will be allowed to be present during the opening of the bids provided such representative possesses a written authorization from the bidder.

18.3 Part-II (Price part of the offer): Price Bids 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.

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

18.5 Kolkata Port Trust reserves the right to inspect the launches/motorboat to ascertain its capabilities prior to accepting the same.

#### 19.0 **SIGNING OF THE CONTRACT**

On issuance of work order to the successful bidder, the bidder shall arrange the launches/motorboat and all other equipment within 15 days for the operation. The successful bidder(s) 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 30 days after issuance of work order.

#### 20.0 **PAYMENT**

20.1 Payment for 'Daily Hire Charge', 'Hourly Running Charge for main engine' and 'Hourly Running Charge for Generator' will be made once in a month by KoPT.

20.2 Payment shall be made to the contractor within 45 days on submission of clear bills containing break up of 20.1 above, accompanied by the following:

- i) The log abstract of the log book of the launches / motorboat for the month duly certified by KoPT representative;
- ii) document showing escalation / de-escalation of cost of fuel;
- iii) A statement showing disbursement of salary to the staff by name, adhering to the Minimum Wages Act;
- iv) Unless exempted, document showing EPF deductions and ESI payments for individual employees of the launch.

20.3 Payment will be made only through ECS for which the Contractor must furnish the relevant bank details alongwith the bills.

## 21.0 **TERMINATION OF CONTRACT**

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

21.2 KoPT may also terminate the contract if the contractor defaults in supplying the launch in fully operational condition within 60 days from the date of work order.

## 22.0 **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's obligations under this charter which the party cannot reasonably prevent or control against.

## 23.0 **COMPLIANCE OF RELEVANT ACTS, ORDINANCES ETC.**

23.1 The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.

23.2 It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the

works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc.

23.3 The contractor shall indemnify KoPT against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors.

23.4 The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

#### 24.0 **INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION**

24.1 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.

24.2 If the Contractor is dissatisfied with any such decision of the Engineer or his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

24.3 If there is still no settlement as mentioned at Clauses - 24.1 & 24.2, 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.

24.4 Notwithstanding anything contained herein above, Employer also reserve 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.

- 24.5 The place / jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 24.6 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.
- 24.7 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.
- 24.8 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.
- 24.9 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.

**PROVIDED ALWAYS AS FOLLOWS :-**

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

**25.0 LAUNCHES / MOTOR BOAT'S ENCUMBRANCES ON CONTRACTOR**

The contractor shall submit an undertaking that the launches / Motorboat are free from all encumbrances and lien except for loaning from any financial institution.

**26.0 INTEGRITY PACT**

The bidder will have to enter into an Integrity Pact with the port as per format (Annexure – VIII).

At present for implementation of Integrity Pact, Ms. Bulbul Sen, IRS (Retd.) & Shri Subhashish Sarkar, have been appointed by KoPT as Independent External Monitor (IEM).

Bulbul Sen, IRS (Retd.),  
B-104 Narayantara Apts.  
Block 8 B, Sec-7,  
Dwaraka,  
Delhi-110075,  
E-mail: [bsensarkar@gmail.com](mailto:bsensarkar@gmail.com).

Shri Subhashish Sarkar,  
Flat No.406, Block-III,  
Kirti Apartments,  
Mayur Vihar Phase-I Extension,  
Delhi-110091,  
Mob. No. 9811707230,  
E-mail: [subhashishsarkar53@yahoo.com](mailto:subhashishsarkar53@yahoo.com).

However, Kolkata Port Trust reserves the right to change the Independent External Monitor (IEM) which will be intimated to the bidder accordingly.

## 27.0 FORMAT OF PRICE BID

### 27.1 CATEGORY 'A'- (PARTIALLY SMOOTH WATER LAUNCH)

No. of Partially Smooth Water Launches Quoted for: \_\_\_\_\_

Sl. No.	Description of Work	Rates
1	<b>Daily Hire Charge</b>	Rs. _____ per Day per Launch ( Rupees..... only) = <b>(P)</b>
2	<b>Hourly Running charge of Main Engine</b>  ( This charge should comprise only the cost of HSD required for running the Engine)	Rs. _____ per hour  (Rupees.....only)= <b>(Q)</b>
3	<b>Hourly Running charge of Generator</b>  ( This charge should comprise only the cost of HSD required for running the Generator)	Rs. _____ per hour  (Rupees.....only)= <b>(R)</b>

**EVALUATION CRITERIA PER LAUNCH FOR 3 YEARS :  $3 [ (P \times 365) + (Q \times 1241) + (R \times 50) ] = \text{Rs.} \dots\dots\dots$**

**(Rupees.....only).**

Base price of HSD: Rs.71.75 as on.01.06.2018

**(Signature of Bidder)**

Date: \_\_\_\_\_2018

Income Tax PAN No: \_\_\_\_\_

## 27.2 CATEGORY 'B' - (SMOOTH WATER LAUNCH)

No. of Smooth Water Launches Quoted for: \_\_\_\_\_

Sl. No.	Description of Work	Rates
1	<b>Daily Hire Charge</b>	Rs. _____ per Day per Launch (Rupees..... only)= ( <b>P<sub>1</sub></b> )
2	<b>Hourly Running charge of Main Engine</b>  ( This charge should comprise only the cost of HSD required for running the Engine)	Rs. _____ per hour (Rupees.....only)= ( <b>Q<sub>1</sub></b> )
3	<b>Hourly Running charge of Generator</b>  ( This charge should comprise only the cost of HSD required for running the Generator)	Rs. _____ per hour (Rupees.....only)= ( <b>R<sub>1</sub></b> )

**EVALUATION CRITERIA PER LAUNCH :  $3 [ (P_1 \times 365) + (Q_1 \times 1606) + (R_1 \times 50) ] = \text{Rs.} \dots\dots\dots$**

**(Rupees.....only).**

Base price of HSD: Rs.71.75 as on.01.06.2018

**(Signature of Bidder)**

Date: \_\_\_\_\_2018

Income Tax PAN No: \_\_\_\_\_

27.3 CATEGORY 'C' - ( MOTOR BOAT)

Sl. No.	Description of Work	Rates
1	<b>Daily Hire Charge</b>	Rs. _____ per Day per Launch ( Rupees..... only) = ( <b>P<sub>2</sub></b> )
2	<b>Hourly Running charge of Main Engine</b>  ( This charge should comprise only the cost of HSD required for running the Engine)	Rs. _____ per hour  (Rupees.....only)= ( <b>Q<sub>2</sub></b> )
3	<b>Hourly Running charge of Generator</b>  ( This charge should comprise only the cost of HSD required for running the Generator)	Rs. _____ per hour  (Rupees.....only)= ( <b>R<sub>2</sub></b> )

**EVALUATION CRITERIA:  $3 [ (P_2 \times 365) + ( Q_2 \times 1205) + ( R_2 \times 50) ] =$**   
**Rs.....**

**(Rupees.....only).**

Base price of HSD: Rs.71.75 as on.01.06.2018

**(Signature of Bidder)**

Date: \_\_\_\_\_2018

Income Tax PAN No: \_\_\_\_\_

**28.0 LIST OF ENCLOSED FORMATS**

- I. Annexure – I: Form of Tender
- II. Annexure – II: Performance Bond / Bank Guarantee / Security Deposit
- III. Annexure – III: Format of Agreement
- IV. Annexure – IV: Format of affidavit for ESI Exemption
- V. Annexure – V: Indemnity Bond related to ESI
- VI. Annexure – VI: Joint Venture Agreement
- VII. Annexure – VII: Format of affidavit for PF exemption
- VIII. Annexure – VIII: Format of Integrity Pact

**FORM OF TENDER**

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

The Director, Marine Department,  
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 ..... number of Partially Smooth water launches,.....no. of smooth water launches and.....no. of motorboat 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 annexed Original Demand Draft / Pay Order / Bankers Cheque No. ....dt..... of ..... Bank for Rs. ....

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..... 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 such decision.

Yours faithfully,

Dated.....

Signature.....

Full Address.....

(Seal)

## 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 Nationalised 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' progressive 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 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 "Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us ..... (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We ..... Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us.....Bank.....Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We .....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....days of.....20..... and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, further agree that,

without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we..... Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us .....Bank .....Branch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(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 SUPPLY OF LAUNCHES / MOTORBOAT WITH MANNING**

This Agreement made on the .....day of .....2013 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 .....nos. Partially Smooth Water launches, .....nos. Smooth Water Launches and .... motorboat with manning including the work specified in the Bid document should be carried out by the above launches / motorboat 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 finalised 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 .....nos. Partially Smooth Water launches, .....nos. Smooth Water Launches and .... motorboat with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of three years 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

Authorised

**Director, Marine Department**

Signatory of the Contractor.

The Common Seal of the contractor

**Witness**

1.....

2.....

**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**

On the Rupees Ten Non judicial stamp paper

BEFORE THE 1<sup>ST</sup>. CLASS MAJISTRATE AT .....**AFFIDAVIT**

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

THAT I am the proprietor /Partner of ..... having office at .....

..... And carrying on business on the said name and style.

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 clause No.....of the tender No..... issued by Kolkata Port Trust in respect of the work of supplying launches/motorboat with manning.

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

Identified by me.

DEPONENT

**INDEMNITY BOND**

On the Rupees Fifty Non judicial stamp paper

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

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

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the bidder /contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the labourers of the bidder/ 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 tender No. .... of .....

AND the contractor hereunder agree to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrators and representatives against all possible claim or demand for damages and accidents to the labourer of the bidder/contractor.

IN WITNESSETH WHEREOF I, ....., the Partner/Proprietor/Director ..... hereto set and seal this the ..... day of ..... in the year ..... at .....

Sureties:

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature :

Address :

### FORMAT IN CASE OF JOINT VENTURE / CONSORTIUM AGREEMENT

(To be submitted on Rs. 50/- non-judicial stamp paper)

This Joint venture/consortium agreement is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2014 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 Cluase-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 WHERE OF the Parties hereto have signed hereunder at \_\_\_\_\_on this \_\_\_\_\_day of \_\_\_\_\_

Party of First Part

Party of Second Part

Witness:

1)

2)

**FORMAT OF AFFIDAVIT FOR PF EXEMPTION**

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

**BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT.....****AFFIDAVIT**

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

1. **THAT** I am the proprietor / Partner of \_\_\_\_\_ having office at \_\_\_\_\_ and carrying on business on the said name and style.

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

2. **THAT** the firm is exempted from Provident Fund Act and the said bidder has no valid Provident Fund Registration.
3. **THAT** present affidavit is to be filed before the Kolkata Port Trust as per the Clause No. \_\_\_\_\_ of the Tender No \_\_\_\_\_ issued by Kolkata Port Trust in respect of the work” **Tender for Hire of Launches with experienced Manning”**
4. **THAT** the statements made above are all true to be best of my knowledge and belief.

**DEPONENT****Identified by me**

## **INTEGRITY PACT**

On Rupees Ten Non judicial stamp paper

Between

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

And

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

### **Preamble**

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

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

### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 8 - Pact Duration:**

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

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

#### **Section 9 - Other Provisions:**

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

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

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

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2:

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

\_\_\_\_\_

\_\_\_\_\_

**29.0 CHECK LIST****TENDER NO. : MRN/4697/ 979**

Bidders are requested to check the Check-list given below while uploading their offer by ✓ mark or the reason where not applicable.

<b>Sl. No</b>	<b>Document/Proof</b>	<b>(Yes/No)</b>	<b>Reference Document Tag / Remarks</b>
1	Photocopy of EMD payment proof		
2	Photocopy of Tender Cost payment proof		
3	Brief particulars of the Firm		
4	Details of similar work carried out by the firm with value of each work supported by authentic documents with Work order / Agreement, Performance Certificate, etc.		
5	A separate letter addressed to the Director, Marine Department confirming that the Tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.		
6	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable.		
7	Copy of Trade License		
8	Copy of GST Registration Certificate		
9	Copy of PAN Card		
10	Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable.		
11	The details of launches proposed to be deployed for the purpose (as per enclosed format).		
12	Letter of authority, if any.		
13	Filled up “Form of Tender” as per enclosed proforma.		
14	Annexure – V / Indemnity BOND		
15	Audited Annual Accounts for 2014-15, 2015-16 & 2016-17,		

	supported by a Certificate from a Chartered Accountant		
16	Copy of Provident fund Reg. No. Under EPF( if any)		
17	ESI Reg. No. ( if any), or filled-in Annexure - IV		
18	Copy of Current E.P.F. Registration or in case they are exempted under Provident fund Act, filled-in Annexure - VII		
19	Copy NSIC certificate ( if any)		
20	An undertaking as per format, given in Clause 4.5		
21	Quoted Product Specification in details with make and model		
22	Price Bid as per format		
23	Declaration regarding ban / delisting / debarment		
24	Certificate / declaration of compliance with Minimum Wages Act.		
25	A declaration that the launches are free from all encumbrances and lien except for loan from financial institution.		