



**KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
DIRECTOR, MARINE DEPARTMENT
15, Strand Road, Kolkata – 700 001
Telephone no. 033-2230 3214, Extn- 375(033-22303451),
FAX No. 033-22303214, Email: dmd@kolkataporttrust.gov.in
Website : kolkataporttrust.gov.in**

BID DOCUMENT

FOR

**Long term Lease of KoPT "Paddle Steamer Bhopal" for heritage
showcase with Commercial use after repairs.**

Tender No. KoPT/MRN/HERITAGE/2018

ISSUED BY :

**DIRECTOR MARINE DEPARTMENT
KOLKATA PORT TRUST
15, STRAND ROAD
KOLKATA-700001**

DECEMBER – 2018

Kolkata Port Trust
Marine Department

1.0 NOTICE INVITING TENDER :

Tender No. KoPT/MRN/HERITAGE/2018

Dated : DECEMBER, 2018.

Kolkata Port Trust intends to lease out its heritage vessel "Paddle Steamer Bhopal" for twenty five years for heritage showcase and other commercial use after repairs.

Two part quotation is invited from reputed firms interested in heritage conservation and preservation of the vessel either individually or as a joint venture / consortium having experience in the tourism Industry & plying of crafts for tourism purpose who meet the following pre-qualification criteria:

2.0 PRE-QUALIFICATION CRITERIA

The Pre-qualification Criteria shall be as follows :-

- i) The bidder should be owner or operator of at least one steel hulled tourist vessel with capacity not less than 50 persons. Certification from IWA/IWT/ Maritime Board/other reputed organizations should be submitted to establish that the vessel was used in tourism.
- ii) The average annual financial turnover of the firm during the last 3 years ending March 2018 should be at least Rs.100 Lakh.
- iii) Company's Annual Reports, Audited Balance Sheet and Profit & Loss A/c. for last 3 years (2015-16, 2016-17 & 2017-18) to be submitted.

The bid document may be seen from the Central Public Procurement Portal (CPPP). Corrigenda / addendum or clarification, if any, shall be hosted on the above mentioned website only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in).

3.0 SCHEDULE OF TENDER (SOT)

a) Tender No.	KoPT/MRN/HMP/MOORING/2018
b) Mode of Tender	e-Procurement System (Online Two Part - Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offer electronically through e-tendering portal only. No physical tender is acceptable by Kolkata Port Trust.
c) Earnest Money Deposit	Rs. 100000 /- (Rupees One Lac only) payable to "Kolkata Port Trust" by Bank Draft/Bankers cheque/ pay order. Whereas scanned document to be e-filed, the original shall be submitted within 3 days from the closing of online submission of tender.
d) Tender document fee	There will be no fees for tender document
e) Date of NIT available to parties to download	From 18.12.2018
f) Offline Pre-Bid Meeting date and time	At 1200 hours on 28.12.2018 at KoPT Head Office, 15, Strand Road, Kolkata-700 001 in the room of Director, Marine Department.
g) Last date of physical submission of EMD	Upto 1400 hours on 09.01.2019.
h) Location of the vessel	The vessel has been placed in Khidderpore No.2 Dry Dock and shall be available for inspection by the bidders till scheduled pre bid meeting on 28.12.18.
i) Date of starting of e-tender for submission of online Techno-Commercial Bid & Price Bid at CPP Portal	31.12.2018.
j) Date of Closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	Upto 1400 hours on 14.01.2019. There will be no extension to this submission date.
k) Date and time of opening Techno-Commercial Bid and Price Bid	Date and time of opening of Part-I (i.e. Techno-Commercial Bid - 15.01.2019 after 1400 hours. Date of opening of Part-II i.e. Price Bid shall be informed separately.

Note : In the event of any unforeseen closure of work / holiday on any of the above day, the same will be opened / held on the next day without any further notice.

Capt. J.J. Biswas
Director, Marine Department
Tender Inviting Authority.

4.0 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 (Kolkata Port Trust) :-

1) Capt. R. Srivastava,
Dy.DMD-1,
Phone :9836298621;
E-mail : rajesh@kolkataporttrust.gov.in

2) Capt. J. J. Biswas,
Director, Marine Department
Phone: 9836298620
E-mail: dmd@kolkataporttrust.gov.in

Contact Persons (CPP Portal) :-

1. Shri Nazmush - Mob.9563251950, e-mail : webhelpdesk@gmail.com.
See CPP Portal for contact details.

5.0 TENDER AUTHORITY

Director, Marine Department,
Kolkata Port Trust, 15, Strand Road, Kolkata-700 001
Phone : 033-2230-3451 Extn.375, Telefax: 033-2231-0105
Fax No.033-2230-4901
e-mail : dmd@kolkataporttrust.gov.in / rajesh@kolkataporttrust.gov.in,
website : www.kolkataporttrust.gov.in

6.0 **INSTRUCTION TO BIDDERS**

- 6.1 Tender with supporting documents shall be submitted online. The bidder is expected to thoroughly examine the tender document including all instructions, forms, terms, specifications, schedules. Mere downloading of tender document shall not mean that a particular bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.2 Tender document (non-transferable) will be available in the website : www.kolkataporttrust.gov.in / CPP Portal. Parties downloading the tender document from KoPT's website should ensure submission of either the receipt from Treasurer, KoPT or Demand Draft towards tender fee, failing which the tender will not be considered.
- 6.3 Kolkata Port Trust reserves the right to reject any / all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. The Bid Document 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.
- 6.5 Price Bids, containing any sort of qualifying expressions will be rejected.
- 6.6 In the event of Kolkata Port Trust intends to or awards the work against the said bid to the successful bidder, and the bidder fails to accept the work, the **Earnest Money** will be liable for forfeiture.

7.0 **MODE OF SUBMISSION OF BID**

- 7.1 The tender is to be submitted on-line in Two Parts i.e. 'Part-I & Part-II'. Part-I should constitute the Techno-Commercial Bid and Part-II should constitute only the Price Bid. Bidders are required to submit the following information without which the bids are liable to be disqualified.

1	Name of the organization with address and contact number.	
2	Composition of the organization and name of Chief Functionary.	
3	Year and type of registration of proposing organization (whether society, trust, Sec.25 company or other)	
4	Company's Annual Reports, Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. 2015-16, 2016-17 & 2017-18)	
5	Average Annual financial turnover during last 3 years ending March 2018.	

6	Certification from IWAI/IWT/ Maritime Board/other reputed organisation that bidder is owner or operator of at least one steel hulled vessel used for tourism.	
7	Plan for repair, modification with time line not exceeding 18 months.	
8	Whether KoPT Dry docking and berthing facility is required for the repair.	
9	Plan for making the vessel self propelled / non-propelled and moored near shore.	
10	Experience of the organisation in cruise/heritage tourism, with yearly income for last three years from tourism business.	
11	Plan for keeping heritage status and maintaining aesthetic beauty of the vessel	
12	Plan for utilization	
13	Scanned copy of the EMD payable to KoPT	

The bidder shall also submit the following documents :

- a) An undertaking confirming that all the terms and conditions of the tender are acceptable to the bidder.
- b) Authentic documents relating to registration under authority of (i) GST (ii) ESI, and (iii) PF as applicable. In case ESI, PF are not applicable, an undertaking of exemption as per format at Annexure-I (for ESI) and Annexure-II (for PF) to be submitted. For bidders not having ESI registration must also indemnify KoPT against all damages and accidents occurring to their labour in Non Judicial Stamp paper of Rs.50 as per format (Annexure-III).
- c) Scanned copy of (i) Current trade license (ii) PAN Card.
- d) Power of Attorney in favour of the authority signing/ dealing with the tender.
- e) Self declaration of compliance of Contract Labour Regulation Abolition Act (1970), Workmen Compensation Act and Minimum wage Act.
- f) Price bid as per format without any condition or deviation.
- g) A declaration that the firm has not be debarred/de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.

7.2 ALL DOCUMENTS SUBMITTED BY THE BIDDERS WILL BE SCRUTINIZED AS RELEVANT. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, KoPT WOULD BE AT LIBERTY TO DISQUALIFY THE BIDDER, FORFEIT THE EMD AND TAKE ANY PUNITIVE ACTION.

8.0 OTHER INSTRUCTIONS :

- 8.1 Every request for a clarification/interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-

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

- 8.2 Amendment of Tender Documents :

At any time, prior to the deadline for submission of tenders, KoPT may for any reason whether on its own initiative or a response to a clarification requested by a prospective bidder, modify the tender documents by issuance of a addenda, which shall be writing and uploaded in the same websites. Such addenda will form part of their tender. The tender document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the bidders shall not be constitute to as amendments to the Tender Document.

9.0 EARNEST MONEY DEPOSIT (EMD):

- 9.1 The Bidders shall be required to deposit an amount of Rs. 1,00,000./- (Rupees One Lac only) as Earnest Money Deposit [EMD] payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft from a nationalised bank. Whereas scanned document to be e-filed, the original shall be submitted within 3 days from the closing of online submission of tender payable at Kolkata physically.
- 9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening of Price Bid or on finalization/acceptance of tender, whichever is earlier without interest. Earnest Money Deposit of L-1 bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.
- 9.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the Contractor may opt for converting the EMD as a part of Security Deposit. In case, the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

10.0 SECURITY DEPOSIT:

The successful bidder will be required to submit an amount equivalent to 24 months' lease rent as quoted by the bidder and accepted by KoPT as SECURITY DEPOSIT either in Demand Draft or in the form of Bank Guarantee as per enclosed format (**Annexure-IV**) in favour of "Kolkata Port Trust" from a Nationalised 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(six) months beyond the lease period of 25 years and will be released thereafter without interest.

- 10.2 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall make all arrangements to take over the vessel within 30 days of LOI.
- 10.3 The Director, Marine Department shall have the right to ask for the extension of the above Demand Draft / Bank Guarantee till such time the contractual obligation are fulfilled and the contractor will be duty bound to extend the same as asked by Director, Marine Department.

11.0 Termination

- 11.1 KoPT shall be at liberty to **terminate** the contract and encash the Security Deposit in the event contractor fails to:
- a) Pay the agreed lease charges of vessel for two consecutive months ;
 - b) Does not commence the dry dock and repair work as proposed by the Contractor and approved by KoPT without valid reasons acceptable to KoPT;
 - c) Execute the intended plan for repair and modification of vessel and or making the vessel self propelled, as may be applicable.
 - d) The vessel is not being used for the intended purpose.

12.0 Bid opening and pricing of the bid:

The Two Part tender, Part-I Technical and Commercial Aspects : one representative of each bidder will be allowed to be present during opening of the bid provided such representative possesses authorization from the bidder. Part-II (price part of the offer : Price Bid of only those bidders whose technical and commercial aspects are complete and acceptable shall be opened on a suitable date to be intimated later. However, bonafide of the bidder will be established only on verification. The bid shall be quoted in Indian rupees only and the offer should be valid for acceptance for a minimum period of 180 days from scheduled date of opening of the bid.

13.0 Duties and Taxes

Taxes and duties will be applicable as prevalent.

14.0 Duration of Contract: Twenty five years excluding the period of repair.

15.0 Interpretation of Terms

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

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

The “CHAIRMAN” means the Chairman of the Board and includes the person appointed to act in his place under Section 14 & 14A of the Major Port Trust Acts, 1963.

The ‘ Deputy Chairman’ Kolkata means the Dy. Chairman, KDS, or as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under Section 14 of the Major Port Trust Act 1963.

“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 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.

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

“LETTER OF INTENT” means the formal acceptance by KoPT of the tender

“TENDER” means the Contractor’s priced offer to KoPT for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Intent.

N.B : *The information being provided in the Tender document do not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the vessel and every other method to ensure the adequacy of their offer.*

SPECIAL CONDITIONS OF CONTRACT AND
SCOPE OF WORK

16.0 PREAMBLE

Kolkata Port owns a 1944 built Paddle Steamer only few of which are available in the world today. This heritage vessel till now was being used as a training vessel. KoPT would now like to open this heritage vessel for view and visit by general public. Accordingly, KoPT envisages its use as a restaurant/exclusive exhibition space/small assembly, etc. The vessel can either be made self propelled to move on own power or can be moored adjacent to shore and connected through a boat service. KoPT will provide one of it's river jetties for embarkation/disembarkation of passengers, either for coming alongside, if the vessel is self propelled or through a boat service. However, the vessel or boat will not be allowed to remain at the jetty for long period or permanently.

The vessel is presently placed at No.II Dry Dock KPD for inspection by the bidders and shall remain there till the date of pre bid meeting. KoPT would facilitate the said inspection free of cost.

17.0 DESCRIPTION OF THE VESSEL

Principal dimensions of the vessel are:

Length - 62.62 mtrs,

Breadth - 9.2 mtrs (inclusive of paddles on two sides).

Depth - 2.40 mtrs,

GRT - 599.

Registration - under KoPT.

17.0 SCOPE OF WORK:

- 17.1 P.S. Bhopal is to be preserved as a heritage vessel used for heritage showcase and other commercial purpose like tourism, floating restaurant, conference or for similar other purpose.
- 17.2 Vessel is to be thoroughly repaired and dry-docked before she can be brought out into the river for public display/commercial use.
- 17.3 On issuance of Letter of Intent, the Contractor shall be required to take over the vessel with own manning on 'as is where is' basis within 30 days. The contractor also has to submit the plan for repair and modification of the vessel along with requirement of KoPT dry dock, for period not exceeding 18 months. On approval of the plan by KoPT, the repair should commence within 60 days from the date of Letter of Intent. However, in case the repair is to be undertaken in KoPT dry dock, the delay for non availability of same will not be counted.

- 17.4 The cost of repair including modification, mooring the vessel as applicable, cost of manning, maintenance and operating including boat service, cost of fuel , keeping the vessel in seaworthy condition, insurance and all other associated expenses will be on account of the contractor.
- 17.5 In case the vessel is made self-propelled, she will be required to be certified under Inland Vessels Act, for which Contractor will make necessary arrangements. Otherwise she will continue to remain under KoPT registration.
- 17.6 It will be the contractor's responsibilities to maintain sea worthiness of the vessel by regular repair/refurbishment and safety of all operations will solely rest on the contractor.
- 17.7 Contractor shall be required to pay monthly rent to KoPT from the 21st month after issuance of LOI or from the date of commissioning of the vessel whichever is earlier.
- 17.8 The vessel will remain the property of Kolkata Port throughout the period of lease. The name of Kolkata Port Trust and its LOGO should be prominently displayed on both sides of the vessel of sizes not less than the name of the Contractor and its LOGO.
- 17.9 The contractor will have to provide the vessel and its services to KoPT for own requirement as may be requisitioned for, provided such requirements will be limited to maximum 4 days in a month.
- 18.0 **KoPT's RESPONSIBILITIES:**
- 18.1 A KoPT dry dock will be allotted free of cost to the contractor for a period of maximum 18 months. The repair/modification will be undertaken by the contractor at his own cost as per the plan approved by KoPT. KoPT will also provide a suitable berth at KPD free of cost for afloat repair before and after dry-docking.
- 18.2 If the vessel is made to manoeuvre on own power, she will be allowed to berth at any of the KoPT jetty free of cost for embarkation/disembarkation of passengers and service personnel. In case the vessel remains non-propelled, she will be allowed to berth at any river mooring nearer to the shore and embarkation/disembarkation facilities can be availed of through launches/boats from a KoPT Jetty free of cost. However, the Paddle steamer will not be allowed to berth alongside any jetty permanently under any circumstances.
- 18.3 In case the vessel will be required to moor near the shore, KoPT will allocate suitable area. The Contractor will be required to salvage two existing moorings with accessories from the river and relay the same for mooring the vessel at his own cost and risk.

19.0 Evaluation and comparison of bids

19.1 The bids will be evaluated on Quality and Cost Based Selection method (QCBS) with 75% weightage for Technical capability and 25% weightage for the Price quoted as follows:

In order to establish its TECHNICAL CAPABILITY, the bidders shall submit the following details:

Cate gory	Parameter	Marks	Basis for Awarding of marks
A	Time line for Repair and painting including modification,	15	Bidder proposing least time line will score full marks. Rest will score on pro rata basis.
	Requirement of KoPT dry-dock/ berths etc.	10	Bidders not requiring KoPT Dry dock or berth facility will score 10 marks, rest all will score zero.
B	To make the vessel self propelled and operate it on own power	25	Bidders proposing to make the vessel self propelled will be awarded full marks (25). Bidders proposing otherwise will be awarded 10 marks.
C	Experience in cruise /heritage tourism	20	Experience will be accounted on the basis of Annual earning in last three years from tourism. Firm with highest experience will be awarded full marks and the remaining firms will be awarded marks on pro rata basis.
D	Keeping the heritage status, maintaining aesthetic beauty	15	This will be decided by the tender committee of KoPT on the basis of proposal submitted by the bidder.
E	Plan for Utilization	15	This will be decided by the tender committee of KoPT on the basis of proposal submitted by the bidder.

(ST) = (A + B + C + D + E) = 100 points

Evaluation Criteria:

- 19.2 Similarly, Highest financial proposal (FM) will be awarded a financial score (SF) of 100 points. Financial scores of other proposals (F) will be computed as follows: $SF = 100 \times F/FM$ (F = financial proposal)
- 19.3 Proposals will finally be ranked according to their combined Technical (ST) and Financial (SF) Scores as follows: $S = [(ST \times 0.75) + (SF \times 0.25)]$.

Points awarded will be final and binding upon all the bidders.

20. Signing of the contract.

On issuance of work order the contractor shall sign a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format at **Annexure-V**.

21. **Insurance:** The Contractor shall insure the vessel at own cost with any reputed Insurance Company approved by IRDA for entire period of contract in the following manner where Kolkata Port Trust shall remain the beneficiary.

- a) Partial or total loss of vessel,
- b) Comprehensive wreck removal and third party liability.

All persons deployed by the contractor on board the vessel during the work shall be insured by the contractor at his cost. KoPT shall not be responsible in any manner for any accident either to the visitors or to the personnel engaged by the contractor during the work or otherwise.

22. FORCE MAJEURE

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

23. Law of the Land

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the contractor at their own cost. KoPT shall be at liberty to deduct appropriate amount from the pending bills of the

contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by KoPT.

24. Compliance of relevant Acts, Ordinances etc.

The contractor should comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Employees State Insurance Act (if applicable), workmen compensation and the Contract Labour (Regulation & Abolition) Act, 1970, the payment of Bonus Act, 1965 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.

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 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.

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.

25. Dispute Redressal

In the event of any dispute, the reference is to be made by the party who will be aggrieved for Amicable Settlement, within a period of seven days from the date of dispute. Thereafter, within next fifteen days both the parties would take effort for Amicable Settlement.

In the event Amicable Settlement fails, the aggrieved party will refer the matter to the Chairman, Kolkata Port Trust for appointment of Arbitrator for Arbitration proceeding within next fifteen days. The Chairman, Kolkata Port Trust will provide names of four proposed Arbitrators to the said aggrieved party. Amongst whom one will be selected by the said aggrieved party and be nominated as their nominee Arbitrator.

Accordingly, the other party will also take steps.

After selection of respective nominee Arbitrators, names of three Arbitrators will be provided by the Chairman to the said two nominee Arbitrators. The said two nominee Arbitrators will select one, who will be the Presiding Arbitrator.

After the Arbitral Tribunal is constituted, the Arbitration Proceeding will start immediately and to be concluded within one year. There will be further extension of six months in any compelled situation.

BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

GENERAL

The offer must be read with Special Conditions of Contract and the bidder is deemed to have examined and to have thoroughly acquainted himself with the Scope of Work. The offer quoted shall be in both figures and words and that in words shall prevail.

26 FORMAT OF PRICE BID

Lease charge of P.S. Bhopal payable to KoPT per month = Rs.....
(Rupees in words)

27. List of enclosures

Photographs of vessel.

Format of Price Bid.

Form of Tender.

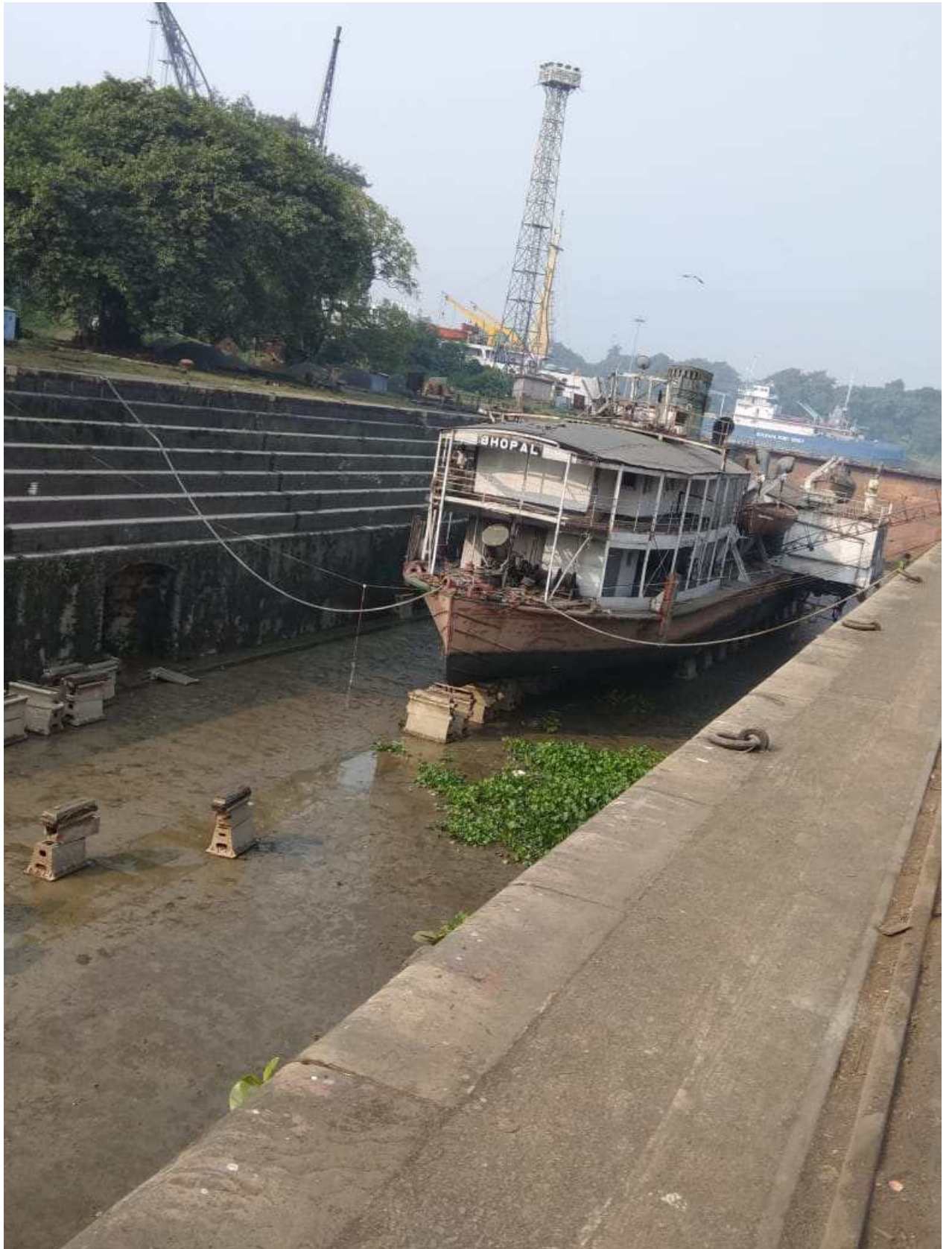
Format of affidavit for ESI exemption.

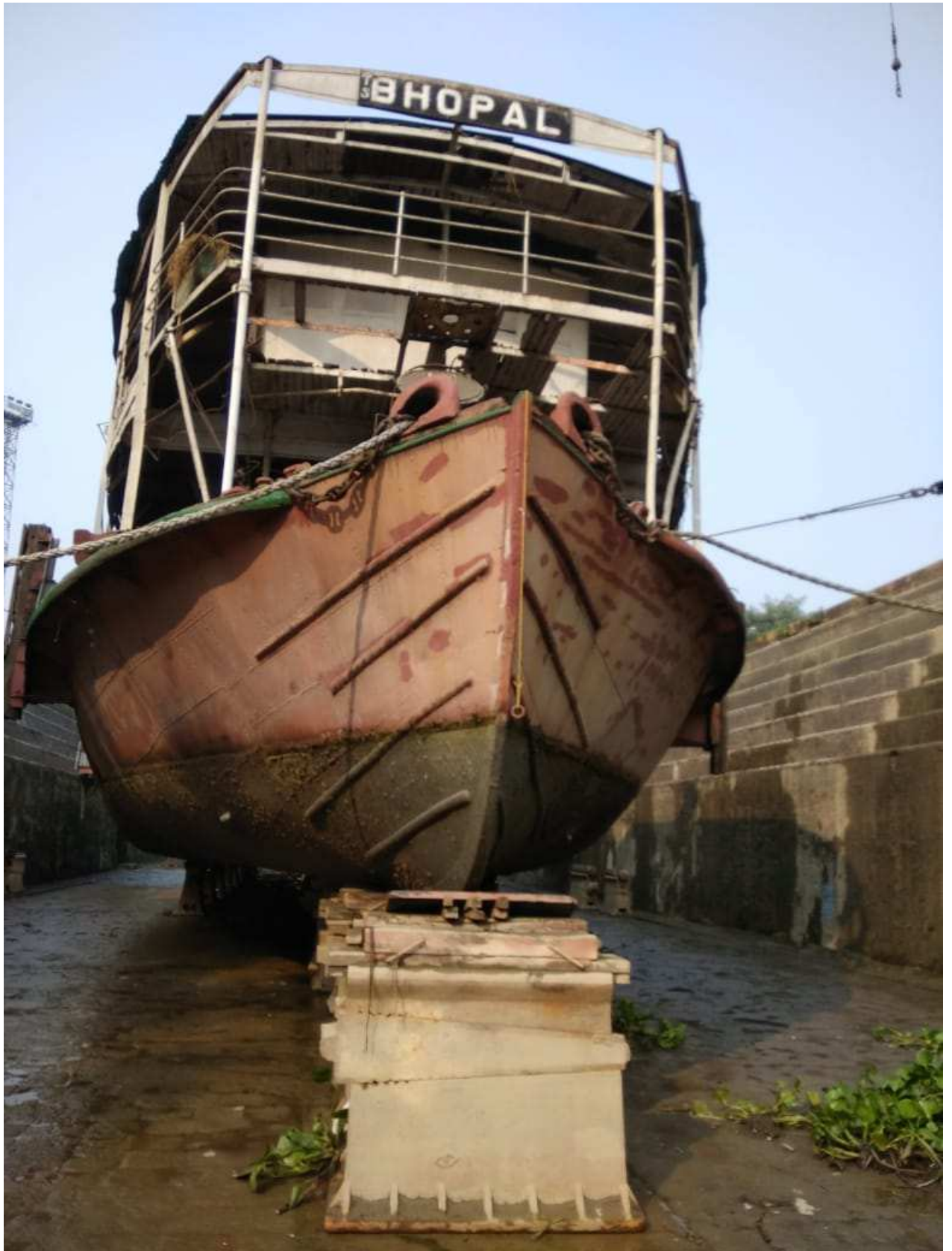
Format of affidavit for Provident Fund exemption.

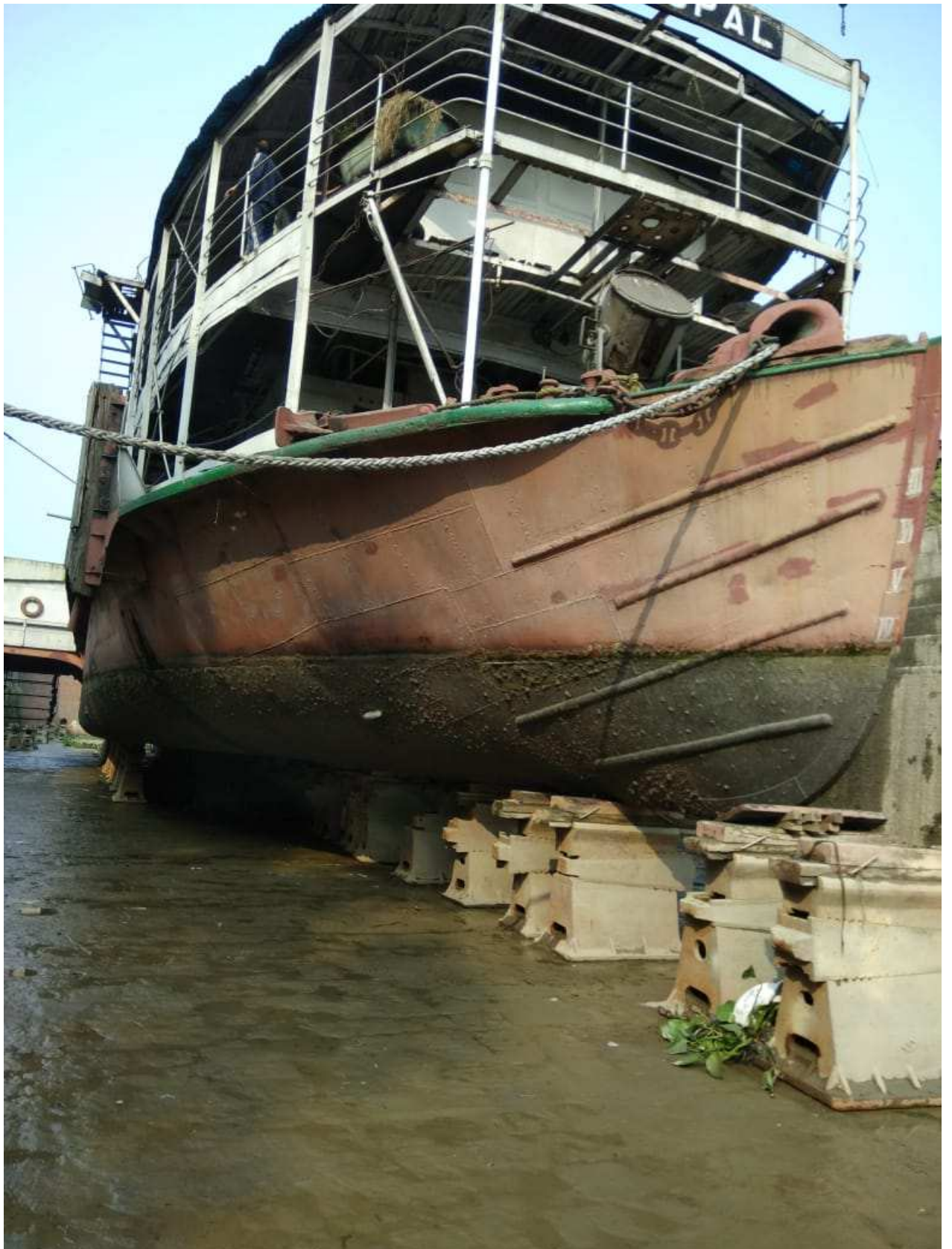
Format of Indemnity Bond.

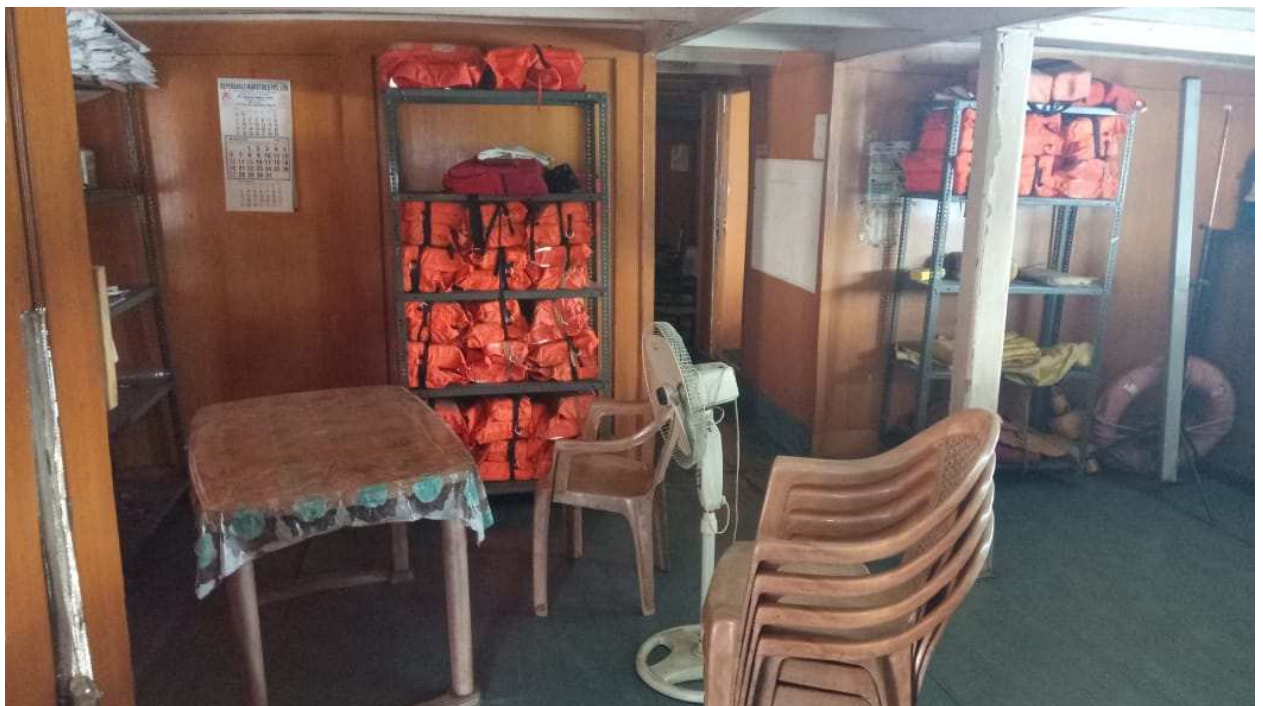
Performance Bond/Bank Guarantee/Security Deposit.

Format of Agreement.











ANNEXURE-I**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**

(On the Rupees Ten Non judicial stamp paper)

BEFORE THE 1ST CLASS MAJISTRATE AT
AFFIDAVIT

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

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

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

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

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

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

Identified by me.

DEPONENT

ANNEXURE-II**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION ON THE RUPEES TEN
NON-JUDICIAL STAMP PAPER**BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT.....**AFFIDAVIT**

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

1. THAT I am the Proprietor/Partner/Director.....having office at
and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration. In support of this statement copy of **exemption certificate** issued by provident fund authority is attached herewith.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no..... of the Tender vide Tender No.
issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Identified by:.....

Deponent

ANNEXURE-III**INDEMNITY BOND**

(On Rs. 50/- (Rupees Fifty) Non Judicial stamp paper)

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

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

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

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

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

Sureties:

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature :

Address :

**PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit, to be issued by the Kolkata Branch, 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 Act, 1963 (Act 38 of 1963), having agreed to exempt.....a proprietary/Partnership/Limited/Registered Company, having its Registered Office at(hereinafter referred to as "The Contractor") from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for(write the name of the work as per Work Order) in terms of the Work Order No.....dt.....(hereinafter referred to as "the said 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.....(Rupees.....), 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.....), weBank..... Branch, further agree that if a written demand is made by the Trustees through any of its official 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 mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for usBank.....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 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 satisfy 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..... 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 upto.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of these 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 obligation 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 contractor 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 the 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 forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect or so relieving usBank.....Branch.
5. We,.....Bank.....Branch lastly undertake not to revoke this Bank Guarantee during it's currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(only constituted attorney for and on behalf of)

BANK.....

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

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

This agreement made on the day of2018 between the Board of Trustees of the Port of Kolkata, a Body Corporate constituted by the Major Port Trust Act 1963 (No.38 of 1963), having its Head Office at 15, Strand Road, Kolkata - 700001, herein after called "Trustees" (which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/shaving its registered office athereafter called the "Contractor" (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees or successors in office) on the other part.

WHEREAS THE Trustees are desirous of leasing out its vessel P.S. Bhopal for preservation and use as heritage showcase and other commercial purpose like tourism, floating restaurant, conference or similar other purpose and Contractor has accepted to undertake the works specified in the Scope of Work required for the intended purpose at his cost in satisfactory manner.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Special 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 including the Special Conditions of Contract accepted by both parties prior to opening of price bid submitted by the contractor.
 - ii) The price bid as submitted by the contractor and as accepted by the Trustees.
 - iii) The work orderdated.....
 - iv) All correspondence and minutes of the meeting by which item 2(i) to 2(iii) is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payment to be made to the Trustees by the contractor as hereinafter mentioned, the contractor hereby covenants with the Trustees to execute the work as per Scope of Work of Tender No.KOPT/MRN/HERITAGE/2018, as per duration of contract and payment of lease charges of P.S. Bhopal to KoPT, in conformity in all respects with the provisions of the contract.

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

The common seal of the Trustees for the Port of Kolkata was hereunto affixed in the Presence of Authorised Signature of

DIRECTOR MARINE DEPARTMENT

Authorised Signature of the Contractor
Common Seal of the Contractor.

Witness

1.
2.