



**HIRING OF ONE TUG (ASD/SRP/VOITH) OF 40 TON BOLLARD
PULL OR MORE OF RSV TYPE-IV FOR A PERIOD OF FIVE YEARS
FOR HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

E-Tender Id: 2019 KoPT 489389

Tender No. :- GMM/436/HIRE/TUG/712

ISSUED BY

**GENERAL MANAGER, MARINE
HALDIA DOCK COMPLEX
HALDIA-721607
INDIA**

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JULY – 2019

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I. SHORT E-TENDER NOTICE

E-Tender Id: 2019_KoPT_489389 dated: 25th July , 2019

Online e-tenders are invited for **Supply, manning, operation and maintenance of one tug of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-IV for Haldia Dock Complex for a period of FIVE years.**

Date of Pre-Bid meeting: **1ST August, 11:00 Hrs.** onwards at the Office of GM (Marine), Jawahar Tower, Haldia Dock Complex, Haldia,Purba Medinipur 721607.

Closing date & time of online submission of e-tender: **19th August**, up to **15:00 Hrs.**

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

**General Manager (Marine)
Haldia Dock Complex
Kolkata Port Trust**

II. SCHEDULE OF TENDER (SOT)

A. Name of Work	Haldia Dock Complex, Kolkata Port Trust intends to hire one tug (ASD/SRP/VOITH) of 40 Ton Bollard Pull or more of RSV Type-IV for Haldia Dock Complex for a period of FIVE years.
B. E-Tender No.	2019_KoPT_489389
C. PERIOD OF CHARTER HIRE	05 YEARS
D. 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 offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST ,Haldia Dock Complex.
E. Reference Tender No.	GMM/436/HIRE/TUG/712
F. Estimated value of tender	INR 25,91,50,000/- (Charter hire charge for 05 years)
G. Date of NIT available to parties	25.07.2019
H. Offline Pre-bid Meeting date & Time	01.08.2019, 1100 Hours at the Office of GM (Marine)
I. Earnest Money Deposit	The bidders shall be required to deposit Rs. 10,36,600 (Rupees Ten Lakhs Thirty Six Thousand Six Hundred) as 'Earnest Money Deposit' (EMD) to Haldia Dock Complex, through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive. EMD Mode of submission: Physical document.

J. Tender Document fee	The intending bidders also should submit the tender fee of Rs. 5,900/- (Rupees Five Thousand Nine Hundred only) including GST as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
J. Last date of submission of EMD & Bid Document Fee to the office of tendering authority of HDC, KoPT.	Up to 1500 hours on 20.08.2019 .
K. Date of starting of e- Tender for submission of on line Techno-Commercial Bid and price Bid at CPP Portal.	At 11:00 hours 08.08.2019 .
L. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 15:00 hours on 19.08.2019 . The last date of submission of tender will not be extended under any circumstance.
M. Date & time of opening of Part-I (i.e. Techno- Commercial Bid) Date of opening of Part-II i.e. price bid shall be informed separately.	On 20.08.2019 after 1500 hours.
N. Tendering authority of HDC, KoPT	GENERAL MANAGER, MARINE HALDIA DOCK COMPLEX HALDIA-721607

In case there is an unscheduled Holiday/Bandh/Strike on the prescribed last date of submission, the next working day will be treated as the scheduled prescribed day for the same.

(S.Ghosal)
General Manager (Marine)

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

III. NOTICE INVITING E-TENDER

(Tender No. GMM/436/TUG/HIRE712 2019-2020)

E-Tender Id: 2019_KoPT_489389 dated: 25th July , 2019

E-Tenders, under **single stage two part system** [Part I: **Pre-qualification & Techno-commercial Bid** and Part II: **Price Bid**] are invited on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT), from reputed, bonafide and resourceful Fleet owners / Fleet Managers / Operators, fulfilling the “**Minimum Eligibility Criteria (MEC)**” and complying with the “**Test of responsiveness**” for the work of “**Supply of one tug(ASD/SRP/VOITH) of 40 Ton Bollard Pull or more of RSV Type-IV for Haldia Dock Complex for a period of FIVE years.**”

2.1 MINIMUM ELIGIBILITY CRITERIA (MEC):

2.1.1 The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2018, must be at least **₹ 1,55,49,000/-**. Auditor's Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2016-17, 2017-18 and 2018-19, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

Note: The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2016-17, 2017-18 and 2018-19 along with Balance Sheets and Profit & Loss Accounts. In case a tenderer is unable to submit audited accounts of financial year 2018-19, due to non-completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the financial years 2015-16, 2016-17 & 2017-18.

2.1.2 The firm must have experience of having successfully completed “similar works” (define below) during the last 7 years up to June, 2019 which should be in the following manner in the case of bidders who intend to bid for one tug: -

- a) 3 (three) similar completed works costing not less than **Rs 2,07,32,000/-** each; Or
- b) 2 (two) similar completed works costing not less than **Rs. 2,59,15,000/-** each; Or
- a) 1 (one) similar completed work costing not less than **Rs. 4,14,64,000/-**.

The term “**similar works**” means –

Providing/operating, manning and maintenance IV/ MS class tugs / launches / dredgers / any other vessels with manpower.

Note: The bidder must upload the scanned copies of **work order(s) for similar works** and **successful completion certificates** from clients indicating clearly the date of completion, value of work done, etc.

In case of ongoing contracts, the tenderer shall submit satisfactory performance certificate from the Employer for the completed period of the contract, which qualifies him.

2.2 TEST FOR RESPONSIVENESS

2.2.1 Brief particulars of the firm.

2.2.2 Letter of authority/Power of attorney if any.

2.2.3 Document related to registration under GST Authority issued by Gol.

2.2.4 Certificate/declaration of compliance with Minimum Wages Act.

2.2.5 Bank Solvency Certificate for **Rs 2,07,32,000** (Two Crore, seven lakh, thirty two thousand only) from any Nationalised Bank's / Scheduled Bank.

2.2.6 A detailed deployment planning for the Tendered Work including repair work, maintenance and docking of the vessels.

2.2.7 Filled up “Form of Tender” as per enclosed proforma.

2.2.8 Additional information, if any, furnished by the Bidder.

2.2.9 Managerial & Supervising set up which will be used for carrying out the scheduled works and acting liaison with HDC, KoPT representatives.
Total No. of officers & staff (with certification/qualification) to be deployed for carrying out the smooth operation.

2.2.10 Certificate/declaration of compliance with Minimum Wages Act.

2.2.11 Copy of ESI Registration Certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an Affidavit in original affirmed before a 1st Class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed KoPT approved format.

2.2.12 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.

2.2.13 Copy of Provident Fund Registration Certificate and up-to-date payment challan (for the month of June or later) and may also provide Name of Establishment & Code Number so that details may be checked online.

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

2.2.15 Complete and signed copy of enclosed “Integrity Pact”.

2.2.18 A Technical description of the Tug to be submitted in the format given in Annexure VII and the same to be enclosed in Part-I (Technical and Commercial aspects) of the offer. Technical specifications including GA Plan of tug(s) offered for hire should be submitted.

2.2.19 BP certificate for minimum 40 Ton Sustained Bollard Pull at 90% MCR as certified by the classification society has to be submitted with the bid. **However, bollard-pull certificates i.e. not more than six months old from the date of delivery to be produced at the time of delivery to HDC.** The BP Certificate should be from Classification Society which is a member of IACS

2.2.20 Ownership: (i) Tenderer shall possess at least 1 tugs of 40 tonne (min.) bollard pull by absolute ownership /Despound ownership/Charter lease/MoU/MoA. The minimum parameters required of the tugs should be as per the tender as mentioned herein below. The bidder shall submit documents in support of the suitability as indicated. If the tenderer is in possession of lease or charter of hire of tugs, then irrevocable lease/charter agreement duly stamped as per Indian Stamp Act 1958, should be submitted along with the offer by tenderer.

(ii) Where the bidder does not possess the tug, he should have entered into an agreement with the owner of the tug for purchasing/leasing of the tug which he intends to deploy to KoPT for the duration of the contract, and shall submit valid documents (self-attested) to prove the same.

2.2.21 Signed and stamped copy of tender document along with corrigendum/addendum if any along with General Conditions of Contract of KOPT. (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&id=1342>).

2.2.22 The following documents (self-attested copies) to be furnished by the tenderer for status of the firm.

- (1) For Proprietary firm :-
Shop & establishment License, Sales Tax License, Income Tax PAN No./ Copy of Returns, Identification of the Proprietor.
- (2) For Partnership Firm :-
Partnership Deed, Income Tax PAN No./ Income Tax Returns, Partners authorisation to sign the documents (Power of Attorney).
- (3) For Pvt. Ltd / Public Ltd. Co. :-
Article/Memorandum of Association Certification of Incorporation, PAN No., Resolution of Co. to authorize Person to enter the Agreement or Power of Attorney. Tenderer should submit the details of contracts executed, with copy of the agreement / work orders, etc., in support of the contracts, having been executed.

Note: A self-declaration describing as to which document is not submitted and the reason behind the same.

The bidders are required to submit bid as per the instructions of the instant bidding documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents is not submitted by the bidder. Essential documents mean papers related to "Minimum Eligibility Criteria (MEC)", "Test of

responsiveness", including **Bid Document fee, Earnest Money Deposit and Power of Attorney.**

2.4 AVAILABILITY OF THE BIDDING DOCUMENTS:

The bidding documents (in full) would be available in the following websites: -

- <http://eprocure.gov.in/epublish/app> of Central Public Procurement Portal.
- <http://www.kolkataporttrust.gov.in> of Kolkata Port Trust.

Corrigenda, Addenda, Queries & Clarifications, if any, would also be available in the aforesaid websites.

(S.Ghosal)
General Manager (Marine)

IV. 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 (Haldia Dock Complex, Kolkata Port Trust):

1. **S. Ghosal**, General Manager (Marine)
Phone : 7477759605
E-mail : gmmarinehdc@gmail.com, sghosal.hdc@nic.in
2. **P.Mahapatra**, Deputy Manager (Marine Engineering)
Phone : 9434036788
E-mail : pmahapatra.hdc@nic.in

Contact persons (CPP Portal):

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

1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2. E-tender cannot be accessed after the due date and time mentioned in NIT.
3. KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein
5. No deviation to the technical and commercial terms & conditions are allowed
6. The bid will be evaluated based on the filled-in technical & commercial formats
7. Bidder has fully read and understood the entire Tender Document, GCC(<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>), Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda.

8. Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal
9. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
10. HDC has the right to cancel this e-tender without assigning any reason thereof.
11. The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
12. The bid will be evaluated based on the filled-in technical & commercial formats.
13. The documents uploaded by bidder(s) will be scrutinized. **In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.**
14. Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of **waiver of EMD** and cost of tender documents: -
 - i. **Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued**
 - ii. **Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.**
15. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
16. If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
17. Due date of submission of tender will not be extended under any situation.

V. Commercial Terms & Conditions

No.	TERMS	RESPONSE
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bid of techno-commercially qualified bidders shall be opened only	AGREE
3	Micro & Small Enterprises(MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:- a) Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued b) Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.	AGREE
6	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of	AGREE

- Earnest Money as per NIT. Otherwise their offer for those items will not be considered.**
- | | | |
|----|---|-------|
| 7 | Due date of submission of tender will not be extended under any situation. | AGREE |
| 8 | EARNEST MONEY :

As per NIT | AGREE |
| 9. | Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited. | AGREE |
| 10 | SCOPE OF WORK:

As per Tender Document | AGREE |
| 11 | The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires. | AGREE |
| 12 | The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the General Manager(Marine), Haldia Dock Complex, thereon shall be final and binding upon all parties. | AGREE |
| 13 | The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. | AGREE |

- | | | |
|----|---|-------|
| 14 | The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids. | AGREE |
| 15 | The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof. | AGREE |
| 16 | The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court of KOLKATA. | AGREE |
| 17 | Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding. | AGREE |
| 18 | Bidder shall get himself thoroughly familiarized with the site conditions and the nature of job. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price. | AGREE |
| 19 | The bidder should sign the “DECLARATION OF THE BIDDER” to denote his acceptance and submit the same along with his offer. | AGREE |
| 20 | <p>VALIDITY :</p> <p>The tender shall remain open for acceptance for a period of 180 days from the date of opening of techno-commercial bid.</p> <p>If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.</p> | AGREE |
| 21 | <p>NON- RESPONSIVE BIDDER :-</p> <p>3.0 The offer/tender shall be treated as non-responsive, if the bidder does not accept 180 days validity period from the date of opening of techno-commercial bid as provided in the tender or (ii) Offer / tender is submitted with any deviation from the tender terms & conditions.</p> | AGREE |

22	EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document	AGREE
23	Performance Guarantee : As per Tender document	AGREE
24	In the event, the successful bidder fails to execute the order within the stipulated period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order may be cancelled at the option of the Trustees'.	AGREE
25	PRICES: Rate to be quoted on line for items in BOQ.	AGREE
26	Evaluated value as per scope of work will have to be quoted.	AGREE
27	The Bidder shall state clearly his quoted rates both in figure & word .	AGREE
28	Orders may be placed on the Lowest bidder.	AGREE
29	Price(s) quoted should remain firm over the contract period.	AGREE
30	All taxes & duties are deemed to be included in the quoted rate except GST as applicable.	AGREE
31	EVALUATION CRITERIA : As per relevant clause of Tender document.	AGREE
32	Order will be placed in full.	AGREE
33	PAYMENT: As per Tender document	AGREE
34	The contractor will be required to commence operation as per the Contract.	AGREE
35	Work is to carried out as per terms & condition of the contract document.	AGREE
37	Penalty for non-function: As per Tender document.	AGREE
38	Penalty for Non availability of equipment: As per tender document.	AGREE
39	Compensation (Liquidated damages for failure to supply/ delayed supply): As per Tender document	AGREE
40	Price adjustment clause: As per Tender document.	AGREE
41	Compensation against Termination of contract due to Force majeure: As	AGREE

- per Tender Document.
- 42 Compensation against Termination of contract due to contractor's default: As per Tender Document. AGREE
- 43 Compensation against Termination of contract due to Employer's default: As per Tender Document. AGREE
- 44 Technical capacity : As stipulated in Tender document AGREE
- 45 Financial capacity : As stipulated in Tender document AGREE
- 46 DOCK PERMITS :
- The cost of the permits will have to be borne by the contractor. AGREE
- 47 INDEPENDENT ENGINEER: AGREE
- As per Tender document.
- 48 JURISDICTION OF COURT : AGREE
- The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.
- 49 PERSONAL PROTECTIVE EQUIPMENT (PPE): AGREE
- Contractor and their workmen including support staff must use PPE i.e. safety helmet etc. at the time of functioning inside the dock premises.

VI. INSTRUCTIONS TO THE BIDDERS(ITB)

2.0 General

2.1 Bidders are advised to submit quotation based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is acceptable.

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

2.3 HALDIA DOCK COMPLEX, KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

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

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

The General Manager, Marine
Haldia Dock Complex,
Kolkata Port Trust,
Marine House, P.O.: Chiranjibpur,
Haldia – 721604.

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

2.7 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.

2.8 The Engineer will not be liable for any financial obligation in connection with the

work until such time the Engineer has communicated to the successful bidder in writing his decision to entrust the work (covered by the Bid Document).

3.1 INSTRUCTION FOR FILLING BIDS

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

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

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

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

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

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

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

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

3.10 The bidder shall be required to deposit 2.0% of annual estimate value, Rs **10,36,600 (Ten lakhs, thirty-six thousand and six hundred only)** for bidder who intend to bid for as EMD payable to KoPT,HDC.

3.11 Tender submitted without requisite Earnest Money and Tender fee, will be liable for rejection.

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

3.11The Earnest Money shall specially bind to keep his offer valid for acceptance upto 180 days from the date of opening of Techno-Commercial bid and to abide by all the conditions laid

down in the bid documents and amendments thereof, if any.

3.12 Haldia Dock Complex, Kolkata Port Trust reserves the right to ask anyone of the bidders, who has submitted his price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that, should Haldia Dock Complex, Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their tenders may be cancelled by Haldia Dock Complex, Kolkata Port Trust.

13.3 General Manager, Marine 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 General Manager, Marine taken unilaterally will be final and binding on the bidder.

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

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

4.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

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

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorised as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium members as per the format enclosed in the tender document as (**Annexure-IV**).
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of

contract as specified in the tender. All such agreements shall be irrevocable for the above periods.

- vi) 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.
- vii) The purchaser of the tender document must be a member of the consortium submitting the tender.
- viii) In case of Joint Venture, the experience & the financial criteria should be jointly fulfilled. The joint venture should furnish MOU. A irrevocable affidavit of holding company and all members to the JV to be furnished on suitable non-judicial stamp paper duly notarized, giving undertaking for jointly and severally owning responsibility towards contractual obligations throughout the contract period.
- ix) In case of Joint Venture / Consortium / subsidiary company / holding company they shall together satisfy the minimum qualification criteria. The members of the consortium who claim experience and financial turnover shall have at least **26 %** equity in the consortium. The maximum number of members in the consortium/joint venture shall not be more than three.
- x) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- xi) If the bid is signed by Constituted Attorney a true copy of the Power of attorney should be submitted by the bidder.
- xii) The purchaser of the tender document must be a member of the consortium submitting the tender.

Note: Tenderers to note that the guidelines issued by the Directorate General of Shipping from time to time would be applicable. Shipping Development Circular No. 2 of 2002 dated 8th November, 2002 or any circular superseding it, is required to be complied with during the contract period.

VI. Special Conditions of Contract (SCC)**5.0 SECURITY DEPOSIT:**

- 5.1** Performance Security shall be 10% of the Annual Contract Price, of which 5% contract price should be submitted as Performance Guarantee in the form of Bank Guarantee, or Demand Draft, within 20 days, on receipt of Letter of Acceptance, and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from first bill onwards @ 5% of the bill value from each bill until recovery of 5% of Annual Value is made. However, the contractor may submit 10% of the Annual Contract Price Guarantee in the form of Bank Guarantee, or Demand Draft. In that case, no deductions will be made will be made from the running bills.
BG may be submitted as per provision above or full value of SD equivalent to 10% of the annual contract price may be submitted and kept valid through the pendency of the contract with a claim period of **three months** from the date of completion of contract.
- 5.2** The Earnest Money deposited by the successful tenderer will be returned after submission of SD within a month from the date of commencement of the contract. However, the EMD shall be returned only after validation of Bank Guarantee submitted as Security Deposit. The bidder can request HDC to convert EMD as SD and the balance SD will be submitted as BG/DD.
- 5.3** The Security Deposit shall be held by the General Manager, Marine, HDC as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.
- 5.4** The Security Deposit shall remain valid for 3 (Three) months from the date of expiry of contract. The Security Deposit will be released within 3 (Three) months after successful completion of the contract. KoPT shall encash the Security Deposit equivalent to **5%** of contract value in the event the contractor has defaulted by more than **60 days** on expiry of the mobilisation period.
The General Manager, Marine shall have the right to ask for the extension of the above Demand Draft/Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by General Manager, Marine.
- 5.5** Bank Guarantee shall be issued by any Indian scheduled bank, having branch at Kolkata/ Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata/ Haldia, any Kolkata /Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen Bank Guarantee format is enclosed. For the issuance of Security Deposit BG, the under mentioned Bank A/C of HDC/KoPT, may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.

A detail of the bank account is appended hereunder.

- a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch.
- b) Account No.: 1604050000310
- c) IFS Code: UTBI0HDCF75.

6.0 PRICING OF BID

6.1 General

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

6.2 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.

6.3 Validity of Price Bid

- (a) Bids shall remain valid for at least 180 days after the date of opening of Techno Commercial bids.
- (b) Notwithstanding clause No. 6.3 (a) above, the Employer may solicit the bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing/email. If the bidder agrees to the extension request, the validity of the bid security shall also be suitably extended. A bidder granting the request will not be required or permitted to modify his bid.

6.4 Duties and Taxes

Duties and Taxes, on the day of submission of bid leviable upon on the works, are to be borne by the contractor and accordingly the same should be incorporated in the item rates. The contractor shall bear all taxes and duties both direct and indirect except GST as applicable thereon for the works done under the contract. GST shall be paid at actual by HDC, KoPT and the contractor has to comply with all statutory requirements. Any new duties & taxes by government if applicable & found payable by KoPT in the subject contract will be paid by HDC, KoPT extra on submission of necessary documents.

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

7.0 Evaluation and comparison of bids

- 7.1** Haldia Dock Complex, Kolkata Port Trust reserves the right to accept price part of the offer (Part-II) of only such bidders whose Technical and Commercial aspects of the offer (Part-I) are acceptable and complete. HDC's decision in this regard shall be final and binding on the bidders. HDC may not open the price part of the offer (Part-II) of those bidders whose Technical and Commercial aspects in their offer are not acceptable or incomplete.
- 7.2** Haldia Dock Complex, Kolkata Port Trust also reserves the right to obtain revised commercial bid to the extent and in the areas required from the technically accepted bidders.
- 7.3** The bids received and accepted will be evaluated by method indicated in the evaluation criteria of the price bid. The contract would be awarded to the lowest bidder who has technically qualified.

8.0 Signing of the Contract

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

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

9.0 INTERPRETATION OF THE TERMS

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

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

KoPT shall mean Kolkata Port Trust and HDC shall mean Haldia Dock Complex.

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

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

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

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

“THE ENGINEER” – The expression “The Engineer” means the General Manager, Marine, 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 General Manager, Marine to act on their behalf for the purpose of this contract. “THE VESSEL” - The expression “The Vessel” means the TUG supplied by the CONTRACTOR including its substitute, if any.

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

“DEFICIT PERIOD” - Shall mean the following: -

- a) The period by which the availability of the vessel falls below the minimum guaranteed level.

- b) The vessel does not report for duty within half an hour on receipt of order.
- c) The period during which the vessel has been de-commissioned without approval of the Engineers.

The General Manager, Marine may authorize any person or persons on his behalf to exercise his powers, authorities and directions under this contract as he may think fit and proper. This will be communicated to the contractor in writing and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

10.0 MANNING:

- 10.1** Manning of the tug has to be provided as per M.S./RS/I.V. Act as applicable. The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated.

MS Act Vessels may comply with minimum safe manning for harbour operations. They may obtain an appropriate document in this regard. In case of IV registered Vessels, additional permission for movement up to sand heads will be needed to be obtained by the Contractor.

- 10.2** The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificates to HDC, KoPT. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel to be deployed by him.
- 10.3** The crew members shall be in uniform while on duty. Food and other facilities for crew, shall be arranged by the contractor as per Labour and Marine law.
- 10.4** A Liaison Officer should be deployed by the Contractor for interacting /communicating between HDC, KoPT, the vessel and other concerned officers at Haldia. Such liaison officer shall have a Mobile Phone with residential telephone facility and preferably stationed at Haldia. He should be a person having experience in the field of Marine Operation.
- 10.5** If the Port has a reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary. However, the Port shall have the right to demand the change of any Master or other crew.
- 10.6** The Operator shall pay the wages to the crew engaged by them and shall take the insurance policy covering all type of risks of all employees engaged by them.

11.0 CONTRACTOR TO PAY ALL TAXES AND PENALTIES, IF ANY, IMPOSED:

- a. Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and/ or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.
- b. Dry-docking, repairs, docking for the Operator's purpose, and all

the expenses associated therewith.

- c. Provisions, wages (as per Minimum Wages Act) etc, shipping and discharging fees and all other expenses of the Masters/Officers and Crew.
- d. Deck, cabin and engine room stores.

12.0 SCOPE OF WORK

12.1 General: The Tug shall primarily be used for assisting vessels inside Haldia Dock Complex and in the river for berthing/unberthing/ double banking etc. at different berths and at oil jetties by towing, checking & pushing. Quick release tow hook and /or towing winch with adequate strength. The tug is required to be suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch with suitable quick release mechanism and mooring lines of sufficient strength for mooring of the tug must be present in both aft and forward. It should also be fitted with proper bow, stern and side fenders. The Tug may also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels, assistance in lighterage operations at Sagar/Sandheads and for any other work that the vessel is capable of and as assigned by the port anywhere, anytime, within the jurisdiction of the port as per requirement including.

Without prejudice to the aforesaid, the tug shall be used for various lawful services required by HDC, KoPT including, towing, docking and undocking of vessels at terminals of HDC, KoPT around the clock (24 hours a day) and throughout the contract period including but not limited to

- a) Berthing and unberthing of vessels in port
- b) To stand by as fire float, oil spill dispersant spraying boat, etc. as may be required by HDC, KoPT for any accident / eventuality,
- c) To assist in double banking by way of acting as docking tug
- d) All other operations required in connection with docking / undocking operations of vessels at Port and related to Harbour conservancy and / or movement of vessels within the Port and such other operations as are conveniently performed by Port Tugs and crafts.40 Tons with such towing line.

12.2 The Tug should be highly maneuverable, capable of carrying out of the aforesaid operations in very close quarter situations and have an all-round visibility from the wheel house for effective utilization.

Pilotage manoeuvring require both push and pull towage and ships are expected (but not restricted) to range in size from 10000 DWT tons to 75000 DWT and to be in various conditions of load. Tug will provide suitable towing line/s to be given to the vessel and affect pulling / pushing without any hindrance also tug should be able to give Bollard Pull 40 Tons with such towing line.

12.3 Age of Tug/Tugs no more than 15 years on **01.10.2019**.

12.4 The information being provided in the Tender document does not relieve the Bidders

from carrying out the works to suit the specified needs. The Bidder shall inspect the site and get acquainted with the method of ship-handling with tug assistance being done at Haldia Dock Complex, Kolkata Port and may also conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of the Tug offered by him.

- 12.5** The Tug shall be required to be manned, maintained and made available for operation on 24 hours' basis and shall be required to report for operation at ½ (half) an hour notice.
- 12.6** The tug will be required to maintain communication by VHF and mobile phone.
- 12.7** The tug will normally ply at maneuvering speed but, may have to be increased or decreased as per operational requirement.
- 12.8** The tug shall be under the operational command of General Manager, Marine, HDC or his authorized representatives.
- 12.9** All transportation costs towards men and material will be the responsibility of the contractor.
- 12.10** The contractor, at their cost, will print sufficient number of log books and log abstracts as per HDC, KoPT's approved format. The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours, fuel oil consumed / received etc. to be logged daily and to be signed by the In-Charge / Master of the vessel and the same will be checked and countersigned by KoPT representative. A monthly log abstracts to be prepared mentioning all the above stated important parameters duly signed by the In-Charge / Master and same to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be undertaken on board and recorded.
The daily log book to be retained on board / office and same will be provided to engineer's representative via email. In view, HDC is an ISO 9001:2008 organization; the tug/ tugs will be required to follow ISO 9001: 2008 guidelines.

12.11 Fuel:

The tenderer has to specify the fuel consumption per hour of main Engine and DG set separately. However, evaluation will be done based on 08 hours of working of Main Engine and 10 hours working of auxiliary engine (DG set) as mentioned in price bid subject to the upper limit of **125 litres/hour** for the main engines and **10 litres/ hour** for auxiliary engine.

However, supply of fuel will be made on actuals, subject to upper ceiling which would be the lesser one of the followings:

- (i) **135 litres/hr** (i.e upper ceiling of **125 litre/hour** of main engines plus **10 litres/hour** for auxiliary engine) or
- (ii) the fuel consumption quoted per hour for both the main engines and auxiliary engine in totality.

During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate. Usage of auxiliary engine will be capped to 10 % more than that of main engine. Usage of AE more than 10% of that of ME will be duly

scrutinized for fuel.

12.12 Fire pump for external firefighting: Fire pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. Half FIFI with adequate Foam Tank and Dispersant Tank should be present.

12.13 Contractor shall be liable for pollution damage and the cost of cleanup which has occurred due to Contractor's and / or the Contractor's personnel by willful, wanton, intentional, acts or omission or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from tug under contract.

12.14 In case the tug is engaged in firefighting and or pollution control as ordered by the Port, the cost of foam / chemicals consumed for the firefighting / pollution control will be reimbursed by the Port as per actual.

13.0 HDC, KoPT's Responsibilities:

13.1 Fuel:

- (a) Fuel for running of Tugs will be supplied by Port Trust on Port account. Such supply will be made periodically as per the requisition of the Contractor. At least 7 days' notice for supply of HF HSD to be given. The Tugs will be directed to receive the same at the berths designated by the Engineer of the contract or his representative at the time of supply.
- (b) In the event of any difficulty faced by K.o.P.T. for supply of fuel the Contractor will be requested to supply the fuel to the Tugs with 7 days prior notice and the cost will be reimbursed at actual cost including transport charges on production of supporting documents. After 7 days contractor will be held liable for laid up due to shortage of fuel and daily hire charges shall not be paid in case tug does not operate due to non-supply of fuel by the contractor. However, no penalty will be levied.
- (c) A Log Book will have to be maintained by the Master or Chief Engineer of the Tugs' day to day consumption, R.O.B., soundings of tanks, Digital flow meter readings etc. and the same has to be sent to the General Manager, Marine or his representative via email for verification periodically and a daily report to be submitted on the same.
- (d) Digital flow meters should be fitted on the fuel inlet and outlet of Main Engines and the same should be calibrated every year.

13.2 Berthing Facilities: HDC, KoPT shall provide berthing facilities during the contract period at the jetties / berths at Haldia and Kolkata whenever possible. If the CONTRACTOR requires berthing space for the maintenance of the Tug and during non-working period or for shelter during rough weather within the tenure of the contract the same will be provided Free of Cost either at alongside a berth or at double-banking or at moorings at the sole discretion of the Engineer.

13.3 Fresh water: Fresh Water for use of the crew members and passengers as well as for requirement of the Tug will be provided Free of Cost by HDC/ KoPT. The

Contractor will have to give at least 1-day prior notice for requirement of replenishment of fresh water so required. The Contractor will have to take the delivery of fresh water from specified points.

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

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

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

Unfurnished accommodation at Chiranjeevpur will be allotted to the contractor for office set up. Rent will be charged as per SoR of Kolkata Port Trust. At the present, the rates are as follows:

Modified 'A' type 40.54 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 4022/- per month.

Modified 'B' type 65 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 5741/- per month.

Cost of power and water will be as per actuals.

13.7 Gate passes for the crew of the Tug and other authorized representatives of the contractor will be provided on **payment basis**.

14.0 Mobilization Period

On placement of Work Order, the offered Tug is to be made available at Haldia and commence operation within **60 days**. In case of failure to do so, penalty as per clause **20.3** shall be applicable from the **61st day** till the tug is made available.

15.0 BOLLARD PULL

The designed static Bollard Pull of the offers tugs should not be less than 40 Tones (Ahead). The steady/sustained Bollard Pull of the Tug/s at 90% MCR should not be less than 40 Tones(min) at the time of deployment. The contractor shall provide Bollard Pull test certificate, issued by any Classification Society recognized by DG Shipping every year thereafter, at his cost. A 12 hours' period will be granted for the tests for the Bollard Pull Test every year, in case there is no operational exigencies. All such tests shall be carried out at tenderer's cost and witnessed by HDC, KoPT officials along with DG Shipping approved Classification Society Surveyors.

(a) Bollard Pull as declared by the Contractor will be the Bollard Pull of the Tug/s being offered to the Port for the entire period of the contract. This Bollard Pull will have to be maintained during the currency of the contract.

(b) Port reserves the right to carry out Bollard Pull Test of the Tug/s at its discretion at any time during the currency of contract at the HDC, KoPT cost. In

case Bollard Pull falls below 40 Tons, Port reserves the right to impose the penalty, per day or part thereof on pro rata basis, equivalent to 4% of the per day hire rate for each ton or part ton loss of Bollard Pull. However, if Bollard Pull falls below 35-ton Port reserves the absolute right to terminate the contract forthwith.

(c) In addition to the Bollard Pull test every year, the contractor is bound to carryout BP test in the event any major repairs and replacement work is attended to Main Engines, Gear Box, Propellers i.e. any major machinery, which may have effect on BP capacity of the tugs. Then, in such an event GM(Marine) may ask the contractor to carry out BP test in order to ensure the operational efficiency of the tugs. The BP test shall be witnessed by the HDC, KoPT officials of Marine Department along with DG Shipping approved Classification Society. The cost of such test shall be borne by the contractor.

16.0 GUARANTEED AVAILABILITY:

- 16.1** The Contractor will have to stand guarantee for the tug's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level, no daily hire charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 20.1 will be applicable. The lay off period of maximum 15 days (16 days in a leap year) will be allowed in a year subject to obtaining prior approval from the Engineer of the contract. If the annual layoff period is unused for any particular year, it can be carried forward to the subsequent year(s).

However, a further layup period of another 30 days will be allowed in maximum 03 instalments during the entire tenure of the five years' period of the contract for dry docking and survey repair of the Tug for maintaining its Certificate and carrying out smooth operations. Further, contractors will be allowed to club the unused layup period out of the 15 days available in a year along with full or part layup period of 30 days for the purpose of dry docking / surveys or other necessary repairs during the tenure of contract subject to prior permission of the Engineer of Contract, HDC. If due to such layup, the availability falls below 350 days no penalty shall be levied. No payment will be made for the layup period. If the contractor is able to provide a substitute tug for the period of actual layup accrued as per clause No 20.2 during the period of layup of the original tug, payments will be made to him as per the agreement for the services of substitute tug. The period will also not be treated as layup period.

Period of Lay off due to fouling of propeller will not be payable. However, the same may be considered under permitted downtime. Port Diver will be arranged for clearing the propeller free of cost. No penalty will be levied for the period of non-availability due to fouling of propeller even if not permitted as allowable downtime.

17.0 Operation Mode & Charges:

- 17.1** The vessel shall be ready for operation for 24 hours.

17.2 On Standby Mode:

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

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

18.0 Accrual of Charges:

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

19.0 Daily Hire Charge: Daily Hire Charge shall be paid for everyday the vessel is in operation/ standby mode as described in clauses 17.1 and 17.2 above. However, during the lay off period of the Tug, either for repair or for any other reason, no charges will be payable.

20.0 Deduction and Penalties:

20.1 KoPT will not pay any of the scheduled rates for the days the operation of the vessel is suspended for the reasons attributable to the contractor. Further a sum equivalent to 50% of the 'Daily Hire as per the Agreement will be imposed as penalty for each day or part thereof during the **'DEFICIT PERIOD'**. However, Engineer of the contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor. Nonpayment of daily hire rates and levy of penalty shall be calculated on pro-rata basis.

20.2 In case the offered tug becomes inoperative after its deployment, then a substitute tug with similar/ better specification (including age of the tug) shall be provided as a replacement by the Contractor at no extra charge within **30 days** from the time and date the offered Tug being inoperative / broken down. For the period of unavailability of the offered tug due to being inoperative, clause **20.1** will be applicable for the **deficit period**. However, if the contractor fails to deploy the substitute tug for operation within 30 days, the Contract shall be liable to be terminated and Security Deposit forfeited. The age of the substitute tug should be such that at the end of the contract period of 05 years, it should still be 20 years or less. HDC reserves the right to accept or reject the substitute tug. Similar tug means a tug meeting the basic tender requirements and having the similar propulsion system bollard pull, speed and fuel consumption. Better tug means a tug having better specifications than those required in the tender. Better specification indicates a tug with higher/equal bollard pull for the same fuel consumption or same bollard pull with lower/equal fuel consumption.

However, supply of fuel to the replacement tug will be restricted only up to the limit permissible for the tug originally offered on hire. For the substitute, the permissible average consumption of fuel should remain below **135 litres/hour** for both main engines and auxiliary engines combined.

20.3 If the Contractor fails to deliver the offered tug as per specification given in the tender within 60 days from the date of the issuance of work order, liquidated damages at the rate of Rs.40, 000/- per day will be levied on the contractor from the 61st day onward, and if the tug is not delivered for operation within 90 days from the date of issuance of Work Order, the Contract shall be liable to be terminated and Security Deposit forfeited.

20.4 During layup period, fuel consumption will be on chargeable basis. Rs 750/- per day will be charged for electricity and fresh water when the layup period exceeds 3 days.

20.5 The lay-up period shall commence from the time the tug is not available at the disposal of HDC till it starts for attendance of the next job.

For eg: In case the tug isn't available for use from 1600 Hours of 01.01.2018 and post repair of the tug it is ready by 1000 hours of 02.01.2019, but it is being called for work at 1400 Hours of 02.01.2019, thus the attendance of tug will be considered from 1400 Hours of 02.01.2019.

21.0 Duration of the contract.

This contract is for five years and will come into force from the date and time of commencement of operations.

22.0 Evaluation and comparison of bids.

Price Bid evaluation criteria and formula for evaluation: Formula for evaluation of price bid will be as follows: -

Total Price = $(365 \times A) + \{(B \times 8 \times 2) + (C \times 10)\} \times 365 \times \text{Rate of HF-HSD @IOC-Haldia on 17.07.2019 i.e. Rs. 63.93}.$

*A = Daily Hire Charges for the Tug.

*B = Average Fuel consumption per hour per Main Engine in ltrs.

*C = Average Fuel consumption per hour of DG set in. ltrs.

The tender will be finalized on lowest bid basis.

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

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

22.2 The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid (clause 31.0).

22.3 Haldia Dock Complex, Kolkata Port Trust reserves the right to refuse the tug on her arrival at Haldia if the same is found to be not fulfilling the requirement as laid down in the tender.

22.4 Price Bid will be evaluated online based on bid submitted online by the bidders.

22.5 The General Conditions of Contract of KOPT shall be applicable wherever relevant. 'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at www.kolkataporttrust.gov.in. (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

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

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

The tug, its hull, machinery and appurtenances including persons deployed on board the vessel shall be insured by the contractor at his own cost during the entire contract period. Documentary evidence should be provided before commencement of work. KoPT, under no circumstances, shall be responsible for any damage to the Tug or for any accident to the personnel engaged by the Contractor during the operation of the tug or otherwise.

During the hire period the tug/s shall be kept insured by Contractors at their expenses for insurance on Hull & Machinery as per Institute Time Clause- Hull dated 01.10.1983 with 3/4th Collision Liability amended to 4/4th Collision Liability with ITC-Port Risk extension dated 20.07.1987 with war risk. Contractors and/or insurers shall not have any right of recovery or subrogation right against charters on account of loss of and/or any damage to the tug/s or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of tug/s or Charterers covered by such insurance.

- (a) During the hire period the tug/s shall be kept insured by the Contractors at their expenses against protection and indemnity risks in such form as Charterers shall in writing approve which approval shall not be unreasonably withheld. If the Contractor fails to arrange and keep any of the insurances provided for under the provisions of sub-clause (b) in the manner described therein, Charterers shall notify Contractors whereupon Contractors shall rectify the position within seven running days.
- (b) In the event of any act or negligence on the part of the contractor, which may vitiate any claim, whatsoever in nature, the contractor shall fully indemnify the charterers against all claims and demands, which could otherwise be covered by such insurance.

The contractor shall submit a copy of insurance policy and indemnity bond (on ₹ 500/- stamp paper) to HDC, KoPT.

- (c) Any damages suffered whilst assisting ship should be brought to the notice of the GM(Marine) within 24 hours of occurrence in order to claim reimbursement for the repairs from the concerned ship. The incidence should be immediately brought to the notice of the Pilot so that he may bring it to the notice of the

master. It is to be noted that any damage suffered by the hired tugs while assisting shipping operations /Berthing and Unberthing Operations, HDC, KoPT. is not liable to pay any compensation to the contractor.

- (d) Any damage caused to HDC, KoPT property by the tugs is to be repaired immediately. It may be repaired by the tug company to the satisfaction of the engineer, otherwise the charges will be deducted from the hire charges if HDC, KoPT carries out the repairs.

However, the protections available to ports own tugs under Major Port Trust Act shall be also available to the tugs as hired, wherever a third party is involved.

24.0 Payment:

- 24.1** Payment for Daily Hire Charges (item 'A' of clause 33) will be made once in a month by KoPT.
- 24.2** Payment shall be made to the contractor within 30 days of submission of relevant clear bills accompanied by vessels log abstract duly certified by KoPT representative. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.
- 24.3** An advance of 75% of amount certified by MO division will be released within 10 days of submission of bill by the contractor to ensure fund flow. The rest of the bill along with applicable GST will be released as per schedule mentioned in 25.2.
- 24.4** Record of deductions made by HDC will be provided to the contractor along with settlement of monthly invoices of charter hire.

25.0 Termination of Contract.

KoPT at its sole discretion may terminate the contract after serving one month's notice if the performance of the tug is not satisfactory for three consecutive months. The decision of KoPT about the performance of the tug will be final. KoPT also has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice.

26.0 FORCE MAJEURE

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below:

- (i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable.
- (ii) War, hostilities (whether war be declared or not), invasion, directed to or by

India or act of foreign enemies, directed to India.

(iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;

(iv) Fire, flood, cyclone, hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim. Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the

relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provide elsewhere in the Contract.

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually

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

This contract will be governed by Indian Law. In case of any dispute or differences arises in relation to the contract (before, during or after completion or abandonment of work or during the extended period thereafter) the same may be referred to the Arbitration as per provisions of Arbitration Conciliation Act, 2015.

28.0 TUG'S ENCUMBRANCES ON CONTRACTOR:

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

29.0 Arbitration:

(a) Arbitrators:

Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 2015 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, 2015, including any amendment thereof.

(b) **Place of Arbitration:**

The place / jurisdiction of arbitration shall be in Kolkata / Haldia, West Bengal, India.

31.0 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The contract Agreement (completed).
- b) The Letter of Acceptance / Firm work order.
- c) The priced 'Bill of Quantities'.
- d) Bid Clarification,
- e) The Technical Specification, Special conditions of contract.
- f) The General conditions of contract.
- g) Annexures and Appendices.
- h) All post bid correspondence and any other document forming part of contract, if any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

32.0 List of enclosed formats

Form of Tender

Format of Performance Bond/Bank Guarantee/Security Deposit

- Annexure - I

Format of Agreement

- Annexure - II

Format for Joint Venture Agreement

-Annexure - III

Format for integrity pact

- Annexure - IV

Format of affidavit for ESI exemption

- Annexure - V

Format for Indemnity Bond

- Annexure – VI

Details of tug being offered

- Annexure – VII

Details of Work Experience

- Annexure – VIII

Format of Bank Guarantee- Earnest Money Deposit - Annexure - IX

33.0

FORMAT OF PRICE BID
(To be bid online for)

PRICE BID

Total Price = $(365 \times A) + \{(B \times 8 \times 2) + (C \times 10)\} \times 365 \times \text{Rate of HF-HSD @IOC-Haldia on 17.07.2019 i.e. Rs. 63.93}.$

***A = Daily Hire Charges for the Tug.**

***B = Average Fuel consumption per hour per Main Engine in ltrs.**

***C = Average Fuel consumption per hour of DG set in. ltrs.**

The tender will be finalized on lowest bid basis.

DO NOT FILL HERE

FORM OF TENDER

To
 General Manager (Marine),
 Jawahar Tower
 Haldia Dock Complex, Kolkata Port Trust,

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to supply of one 40 Ton BP(ASD/SRP/VOITH)/ one 40 Ton BP Tug to the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

We have deposited with the Trustees' General Manager (Finance) Rs..... vide Receipt No.....dated.....

as Earnest Money, photostate of which is attached. Original Bank
 copy Guarantee

No/Bank Draft from..... Bank is
 No..... enclosed.

We also agree to abide by this tender for a period of 180 days from the opening date of Technical (Cover-I) and in default of our so doing, the Earnest Money of Rs 10,36,600 (Rupees Ten Lakhs Thirty-six thousand and Six hundred only) (for the bidders who intend to bid) deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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

Yours faithfully,

Dated.....
 Full Address

Signature.....

(Seal)

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

Annexure-I

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata/Haldia Branch, as the case may be, of any scheduled Bank of India on Non-Judicial Stamp Paper worth Rs.50/ or as decided by the Engineer / Legal Adviser of the Trustees.

**To The Board of Trustees for
the Port of Kolkata.**

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

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs a proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for

..... (write the name of the work as per Work Order) in terms of the Work order No dated.....(hereinafter referred to as "the 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,.....Branch, Kolkata...../Haldia, 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.....Branch, Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata

/Haldia 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, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,
.....Branch,**

Kolkata /Haldia, decline or fail or neglect to honour the Bank Guaranteed 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,.....Branch
,
Kolkata..... /Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us,
..... Branch, Kolkata / Haldia, 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, Branch, Kolkata
..... /Haldia, to decline or fail or neglect to make payment to the Trustees in, the manner and within the time aforesaid.**

**3. We, Branch, Kolkata
..... / Haldia, further agree that the Bank Guaranteed 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 is 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 up to and inclusive ofday of20.....and subject all so that 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,Branch, Kolkata
...../ Haldia, 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, Branch,
Kolkata

..... / Haldia, 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 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, Branch, Kolkata/Haldia, 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 of so relieving us,.....Branch, Kolkata...../Haldia.

5. We, Branch, Kolkata/Haldia, 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.....

Kolkata...../ HALDIA. (OFFICIAL SEAL OF
BANK)

Annexure-II**FORM OF AGREEMENT (On Rs. 50/- STAMP PAPER)**

THIS AGREEMENT made thisday of.....200.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (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 (hereinafter called " the Contractor ", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz. and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such 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 General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

- (a) The said Tender / Offer & the acceptance of the Tender / Offer
- (b) The General Conditions of Contract
- (c) The Special Conditions of Contract
- (d) The Conditions of Tender
- (e) The Technical Specifications
- (f) The Schedule of Rates
- (g) The Terms of Payment
- (h) All correspondence by which, the contract 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 and maintain the work in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof of the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Contractor

General Manager, Marine
Haldia Dock Complex, KoPT

Witness

1.....
2.....

Annexure-III**FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT****(To be submitted on stamp paper)**

This Joint venture/consortium agreement is made at _____ on _____ day of _____ 20** between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "first Party") and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "Second Party") WHEREAS the First party is engaged in the business of _____

AND WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of HALDIA DOCK COMPLEX, KOLKATA PORT TRUST in connection with work of _____ (please mention the work of the tender).

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

NOW THIS DEED WITNESSED AS UNDER:

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

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

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

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

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

First Party:

Second Party:

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

First Party:

Second Party:

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

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

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

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

10. Opening and operation of Bank Account:

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

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

_____ day of _____

**Party of First Part
Witness:**

Party of Second Part

**1)
2)**

Annexure-IV

INTEGRITY PACT

Between

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

And

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

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Ms. Bulbul Sen; IRS (Retd.) and Shri Subhashish Sarkar, IPoS (Retd.) are the appointed IEMs for Kolkata Port Trust.

NOW, THEREFORE

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

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

Section-1: Commitments of the Principal/employer.

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

a. No employee of the Principal, personally or through family members, will,

In connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender

process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.**

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

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

Section- 4: Compensation for Damages.

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

Section -5: Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.**
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.**

Section- 6: Equal treatment of all Bidders / Contractors/ Subcontractors.

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

Section-7: Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s).

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

Section-8: Independent External Monitor (IEM).

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not,

within reasonable time, taken visible action to proceed against such offence or

reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section-9: Facilitation of Investigation:

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

Section-10: Pact Duration:

The pact begins with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder / contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

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

Section-11: Other provisions:

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

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

Place.....
Date.....

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.**
- 2.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.**
- 2.4 Failure to furnish correct and detailed information as called for in paragraph – 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.**

Annexure-V

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

(On the Rs. Ten Non Judicial Stamp paper)

**BEFORE THE 1st. CLASS MAGISTRATE AT.....
AFFIDAVIT**

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

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

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

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

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

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

Identified by me

DEPONENT

Annexure – VI**INDEMNITY BOND**

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

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

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

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

Sureties**Signature of the Indemnifier**

a) Name :
 Signature :
 Address :

b) Name : Signature
 : Address :

Witnesses

Name :
 Signature :
 Address :

Annexure – VII**DETAILS OF THE TUG BEING OFFERED**

SL NO	PARTICULARS	ITEMS
1	NAME OF THE TUG	
2	OWNER	
3	FLAG	
4	BUILDER	
5	AGE OF THE TUG – (Age of the Tug not more than 15 years on 01.10.2019)	
6	OFFICIAL NO.	
7	REGISTERING AUTHORITY (Must be under RS type IV or higher)	
8	GRT/NRT	
9	LOA [NOT MORE THAN 32m]	
10	BEAM	
11	DEPTH	
12	DRAFT [NOT MORE THAN 4.5 m]	
13	STATIC BOLLARD PULL (Must have steady/sustained bollard Pull of not less than 40 Tonnes at 90% MCR)	

14	TOWING ARRANGEMENT (Quick release tow hook and /or towing winch with adequate strength. The tug is required to be suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch with suitable quick release mechanism.)	
15	ENDURANCE (full power) [SHOULD NOT BE LESS THAN 15 DAYS]	
16	MAIN ENGINE (Numbers, Make, BHP each)	
17	GENERATOR ENGINE (Numbers, Make, BHP each)	
18	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
19	SPEED (In Knots) [SHOULD NOT BE LESS THAN 9 Knots]	
20	a). AVERAGE FUEL CONSUMPTION PER HOUR DURING NORMAL SHIP OPERATIONS INCLUDING PROVIDING 40 TONNES BOLLARD PULL WHEN NEEDED. b). FUEL CONSUMPTION OF GENERATOR ENGINES PER HOUR.	
21	FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT THE RPM GENERATING AT LEAST 40 TONNES BOLLARD PULLS [RPM TO BE MENTIONED]	

22	FUEL CONSUMPTION A) SFOC OF MAIN ENGINES - BHP /HR (AS PER MANUFACTURER AND CLASSIFICATION SOCIETY CERTIFICATE TO BE ATTACHED) B) FUEL CONSUMPTION 100% MCR – LTRS/HRS. 90% MCR – LTRS/HRS. 50% MCR – Ltrs/Hrs.	
23	DATE OF LAST DRY DOCKING	
24	DUE DATE OF NEXT DRY DOCKING (To maintain validity of class and statutory certificates)	
25	PROPULSION TYPE (ASD/SRP/VOITH only)	
26	Fire pump for external firefighting: Fire pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. Half FIFI with adequate Foam Tank and Dispersant Tank should be present. (To be available on board the Tug at the time of delivery)	
27	CREW INCLUDING MASTERS	Please give details separately, annexed and attached.

THE TUG MUST FULFILL THE FOLLOWING CRITERION:

1. The Tug must be registered under Merchant Shipping Act/RS/ Inland Vessel Act as applicable.
2. The Tug must have valid statutory and classification certificates for the performance of designated duties;
3. Age of the Tug/Tugs not more than 15 years on 01.10.19.
4. The tug should have a bollard pull of 40 Tonnes or more at 90% MCR;
5. Length Over All should not be more than 32 m and draft should not be more than 4.5 m;
6. The Tug should have twin engines and twin propulsions;
7. Type of propulsion- ASD/SRP/VOITH Propulsion
8. The contractor must keep all certificates of the tug valid and updated at all times during the entire period of contract;
9. In addition to the statutory manning, one suitable local 1st Class Inland Master, conversant with the KoPT channel, to be provided on board at all times. No additional local 1st Class Master is required if one local 1st Class Master, conversant with the KoPT channel is already provided.

10.0 MANNING:

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

Manning as per type requirement. MS Act Vessels may comply with minimum safe manning for harbour operations. They may obtain an appropriate document

in this regard. In case of IV registered Vessels, additional permission for movement up to sand heads will be needed to be obtained by the Contractor.

- 10.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.
- 10.3 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to KoPT. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel deployed by him.
- 10.4 The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the

contractor.

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

Annexure - VIII**WORK EXPERIENCES**

Sl. No.	Name of the Work	Duration of the contract (date of Commencement and finish)	Name of the organization with contact no.	Value of the work	Documents attached(Work order, completion/ performance certificates Self attested)

Bidder's signature with date seal

Annexure-IX**BANK GUARANTEE FORMAT (Earnest
Money Deposit)**

**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 M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at (hereinafter referred to as "The Contractor") from

cash payment of Earnest Money Deposit in connection with Tender No..... for..... (write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs (Rupees.....), we

.....BankBranch, Kolkata...../Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....).

We,..... Bank, Kolkata/Haldia, 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, Kolkata/Haldia, 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, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, Kolkata/Haldia, 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 bidder.

2. We..... Bank.....Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank..... Branch, Kolkata / Haldia, 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 bidder and no protest by the bidder, made either directly or indirectly or through Court, can be valid ground for us.....BankBranch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder 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 1 (one) calendar month from the expiry of the aforesaid validity period up to..... or any extension thereof made by Branch, Kolkata / Haldia, 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 bidder for such extension of validity of this Bank Guarantee.

4. We.....Bank. Branch, Kolkata / Haldia, 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 tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the bidder or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the bidder and to forebear or enforce any of terms and conditions relating to the said tender and we..... Bank.....Branch, Kolkata / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch, Kolkata / Haldia.

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____

(Rupees_____only);

b) This Bank Guarantee shall be valid upto _____; and

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

PART II

PRICE BID

Total Price = $(365 \times A) + \{(B \times 8 \times 2) + (C \times 10)\} \times 365 \times \text{Rate of HF-HSD @IOC-Haldia on 17.07.2019 i.e. Rs. 63.93}.$

***A = Daily Hire Charges for the Tug.**

***B = Average Fuel consumption per hour per Main Engine in ltrs.**

***C = Average Fuel consumption per hour of DG set in. ltrs.**