



**KOLKATA PORT TRUST KOLKATA DOCK SYSTEM**

**DIRECTOR, MARINE DEPARTMENT**

**15, Strand Road, Kolkata – 700 001**

**Telephone no. 033-2230 3214 / 033-22303451, Extn-375**

**FAX No. 033-2231-3271, Email: [calport@kolkataporttrust.gov.in](mailto:calport@kolkataporttrust.gov.in)**

**Website : [kolkataporttrust.gov.in](http://kolkataporttrust.gov.in)**

**BID DOCUMENT**

**FOR THE TENDER OF**

**HIRING OF ONE SELF PROPELLED WATER BARGE FOR KDS WITH  
MANNING**

**TENDER NO. MRN/HMP/125/1/366**

**Dated: 31-07- 2019**

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### **SCHEDULE OF TENDER (SOT)**

<b>Tender No.</b>	MRN/HMP/125/1/366 Dated: 31/7/19
<b>Tender Authority</b>	<b>Director, Marine Department, Kolkata Port Trust.,15, Strand Road, Kolkata-700001,</b> <b>Phone:033-2230-3451/ 033-2230-3214 - Extn:375,</b> <b>Fax No: 033-2231-3271</b> <b>E-mail: <a href="mailto:calport@kolkataporttrust.gov.in">calport@kolkataporttrust.gov.in</a>, <a href="mailto:dmd@kolkataporttrust.gov.in">dmd@kolkataporttrust.gov.in</a></b> <b>Website: <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a></b>
<b>Mode Of Tender</b>	e-Procurement System (Online single part Techno-Commercial Bid and Price Bid through CPP Portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) The intending bidders are required to submit their offer electronically through NIC's CPP Portal for e- Procurement (GePNIC). <b>No physical tender is acceptable by Kolkata Dock System.</b>
<b>Estimated value of Tender</b>	<b>Rs. 251 Lakh for three years.</b>
<b>Period of contract</b>	<b>The contract will be for a period of 3 (three) years.</b>
<b>i) Earnest Money Deposit</b>	<b>Rs.5, 02,000/-</b> (Rupees Five Lakh two thousand only).
<b>ii)Tender Document fees</b>	<b>Rs. 2950/- (Rs.2500+18% GST)</b> (Rupees Two Thousand Nine Hundred fifty only) <b>non-refundable</b>
	<b>“Tender Document fees” and “EMD”</b> containing Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of “Kolkata Port Trust” and payable at Kolkata or <b>“Treasury Receipt”</b> of the deposit issued by the Treasurer, <b>Kolkata Port Trust</b> , as the case may be. Scanned document of both to be e-filed, the original shall be submitted within 3 days from the closing of online submission of tender.

<b>Date of NIT available to parties to download</b>	From 02/08/2019 (from 11:00 hrs.)
<b>Off-line Pre-Bid Meeting date , time &amp; place</b>	14/08/2019 (at 1500 hrs) (Offline) at Harbour Master (Port)'s Office, Kolkata Port Trust, Subhas Bhavaan, 40, Circular Garden Reach Road,Kolkata 700043.
<b>Date of Starting of e-Tender for submission of online (Techno-Commercial Bid and Price Bid) at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>	02/08/2019 (After 1100 hours onwards)
<b>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	26/08/2019 (Up to 1400 hrs)
<b>Date and time of opening of Techno-Commercial Bid and Price Bid</b>	27/08/2019 (At 1400 hrs.)

**Note:**

**In case of unscheduled Holiday / Bandh on any of the above days, the same will be opened/ held on the next working day at the scheduled time without any further notice.**

**Important Instructions for e-Tender**

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust):

1. Capt. B. Pakrashi, Harbour Master(Port), Phone :9836298636  
E-mail : [hmp@kolkataporttrust.gov.in](mailto:hmp@kolkataporttrust.gov.in)

Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com) See CPP Portal for contact details.

## **TENDER NOTICE**

## **ANNEXURE - B**

### **e-TENDER for Hiring of One Self Propelled Water Barge for KDS**

TENDER No. MRN/HMP/125/1/366 Dated: 31/7/19

**ESTIMATED VALUE OF THE TENDER FOR THREE YEARS IS Rs. 251 LAKH.**

e-Tender are invited from reputed, bonafide and resourceful Fleet Owners/Fleet Managers/Operators who meet the requisite experience as per Pre-qualification Criteria stipulated in the Tender Document for supplying a Self - Propelled Water Barge of at least 150MT capacity with experienced manning for supply of Fresh water to the vessels at Kolkata Dock System (KDS) and also for carrying out all such duties that the barge is capable of performing, within the jurisdiction of Kolkata Port Trust for a period of Three years.

#### **1.0 Pre-qualification criteria:**

The pre-qualification criteria shall be as follows:

- 1.1 The firm must have experience in supplying, operating and manning successfully of vessel / barge for transportation of water / fuel / cargo. Performance certificate and work order/agreement obtained from the previous contract/work ordering entity to be produced to establish the credibility.
- 1.2 The firm must have experience of having successfully completed similar works during the last 7 years up to March, 2019 which should be in the following manner:-
  - a) 3 (three) similar completed works each costing not less than 40% of the estimated value i.e Rs. 1,00,40,000/-.  
OR
  - b) 2 (two) similar completed works each costing not less than 50% of the estimated value i.e Rs. 1,25,50,000/-.  
OR
  - c) 1 (one) similar completed work costing not less than 80% of the estimated value i.e Rs. 2,00,80,000/-.

“**Similar Work**” means supplying a Barge / vessel with manning for transportation of water, fuel or cargo.

However, successful execution of part work for a period of minimum one year in a long term contract, will also be accepted provided value of such work meeting the PQ amount prescribed at Para 1.2 above.

- 1.3 The average annual financial turnover of the firm during the last 3 years ending March, 2018 should be at least 30% of the estimated value i.e. Rs. 75,30,000/- to be certified by chartered accountant.
- 1.4 Claims for fulfilling the above criteria must be adequately supported by the relevant Agreement/Work order and Performance Certificate from the contract/work ordering entity, Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years. If the bidding entity is a Joint Venture/Consortium, they shall submit documents to establish that they jointly meet the eligibility criteria. The bidding entity of joint venture/Consortium shall also submit Company's Audited Balance Sheet and Profit & Loss A/c along with schedules and audit report, for last 3 years.

Bid Document may be downloaded from:

- a) KOPT website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)  
or
- b) NIC's CPP Portal for e-procurement (GePNIC): <https://eprocure.gov.in/eprocure/app>

Amendment, Corrigenda or Clarifications, if any, shall be hoisted on the above mentioned websites only.

## **2.0 MODE OF SUBMISSION OF BID:**

- 2.1 The Tenders are to be submitted online through e-tendering under one cover comprising the Technical Bid and terms & conditions of offer and the Price Bid without deviation and condition. Bid to be submitted through NIC's CPP Portal for e-procurement (GePNIC) @ <https://eprocure.gov.in/eprocure/app>.
- 2.2 Techno-Commercial bid: It will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. This will contain the following self attested & stamped documents which are to be uploaded:-
  - a) Brief particulars of the Firm mentioning company's registration.
  - b) Valid Trade License.
  - c) GST Registration Certificate.
  - d) Valid Professional Tax Clearance Certificate/upto date tax payment challan.
  - e) Authentic Performance Certificate of similar previous works carried out mentioning value of work and period.
  - f) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate.

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format enclosed in **Annexure V**. In addition, the bidders not having ESI registration must also indemnify KoPT against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure VI**).

- g) Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (**Annexure-VII**).

- h) Original Bank Draft/Banker's Cheque/Pay Order payable to "Kolkata Port Trust" for Earnest Money Deposit of Rs. 5,02,000/- physically in the office of the Harbour Master (Port), Marine Department (Address to Director, Marine Department), 40, C.G.R. Road, "Subhas Bhavan", 1<sup>st</sup> Floor, Kolkata-700 043, within three days of opening of the bid. A photocopy of the same also to be uploaded in their offer through NIC's CPP Portal for e-Procurement (GePNIC).
- i) A separate letter addressing to Director, Marine Department confirming that the bidder has accepted all terms and conditions laid down in the bid document should be enclosed.
- j) Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).
- k) An undertaking that the proposed Barge is free from all encumbrances and lien except from any financial institution.
- l) The technical details of the offered Barge as per enclosed format as per Cl.no 16.
- m) Copy of Treasury Receipt of **Rs. 2950/- (Rs.2500+18% GST) (non-refundable)**, issued by KoPT or original Bank Draft/Banker's Cheque/Pay order in favour of "Kolkata Port Trust" as cost of Tender Document physically within three days of opening of the bid. A photocopy of the same also to be uploaded in their offer through NIC's CPP Portal for e-Procurement (GePNIC).



- n) Self declaration of compliance of Contract Labour Regulation Abolition Act(1970) , Workmen Compensation Act and Minimum wage act.
- o) Self declaration of the bidder that the bidding firm has not been debarred/ de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India.  
**(Appendix – 6)**
- p) Micro and Small Enterprises (MSE's) 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; or
  - ii) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.
- q) In case of Joint Venture/ Consortium:
  - i) All members have to submit documents as per clause 2.2 a), b), c), d), f), g), j), o), & p).
  - ii) All members have to submit duly filled relevant formats (Annexure IX, Appendix-1 to Appendix -6)
- r) **UNDERTAKING:**  
The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.  
  

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

With this there will be no necessity to upload signed bid document and GCC.
- s) Statement to confirm the status of the Bidder – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by KoPT, the bidder would be bound to furnish necessary documents in support of their statement in this regard.
- t) Power of Attorney in original in connection with signing the tender document.
- u) Filled up “Form of Tender” as per enclosed proforma.
- v) Details of supervision and Liaison set up planned to be used for supervision

and co-ordination of the work.

- 2.3 The contractor shall submit the documents as per the Check List above (i.e.as mention in clause no.-1.0 & 2.2) at the time of submission of the bid online. The bids will be summarily rejected without any reference to the bidder if the documents mentioned against clause no. 1.3,1.4, and 2.2 Sl. No. b, c, e, h, l, m, p, r, t, u &v are not submitted with the bid.
- 3.0 Part-II (Price Bid) shall be quoted online as per the enclosed format without any condition or deviation. Price bid must be filled up in EXCEL Sheet through CPP Portal.

#### 4.0 **INSTRUCTION TO BIDDERS**

- 4.1 Bidders are advised to submit quotation based upon Technical Specification, Terms & Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.
- 4.2 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.
- 4.3 The work is to be done as described in Bid-Documents. 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.
- 4.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every request for an interpretation shall be in writing , addressed and forwarded to the Engineer at the following address:-

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

- 4.5 The bidders may please note that the Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit

the Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.

- 4.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.
- 4.7 While evaluating tender regard would be paid to National Defense and security consideration.
- 4.8 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tenders, the same will be opened on the next working day at the scheduled time.
- 4.9 Trustees reserve the right to verify the submitted copies of documents /credentials with the original documents.
- 4.10 The Bid and any annotations or accompanying documentation shall be in English language only and in Metric System.
- 4.11 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 4.12 The Bid Document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 4.13 Bidders shall set their quotations online as per BOQ format and without any qualifications. Price Bids, containing any sort of qualifying expressions will be rejected.
- 4.14 Changes to Terms & Conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the successful bidder, and the bidder fails to commence the work in stipulated time, the **Earnest Money** will be liable for forfeiture.
- 4.15 Kolkata Port Trust reserves the right to ask anyone of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to

confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duly 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 Kolkata Port Trust.

- 4.16 Director, Marine Department or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidder
- 4.17 The General conditions of contract of KOPT shall be applicable wherever relevant.
- 4.18 The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 4.19 Kolkata Port Trust 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.
- 4.20 Tender Document (Non-transferable) will be available in the website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) / CPP Portal. Parties downloading the tender document from above websites should ensure submission of either the Receipt from Treasurer, KoPT or Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 4.21 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is substantially responsive to the tender requirement will result in the rejection of such tender.
- 4.22 Indian agent on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the tender. If an agent submits bid on behalf of the Principal, the same agent shall not submit bid on behalf of another principal.
- 4.23 Deadline for submission of Tender:**  
The completed tender shall be submitted online within the prescribed date and time as indicated in the SOT. Further, the last date of submission of the tender

will not be extended under any situation.

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

## 5.0 **Earnest Money Deposit (EMD):**

Earnest Money Deposit of Rs. 5, 02,000/- (Rupees Five Lakh two thousand) only shall be submitted by Demand Draft/Bankers Cheque/Pay Order in favour of “Kolkata Port Trust” payable at Kolkata, **within three days after date of opening of the bid.**

Earnest Money of unsuccessful bidders will be returned within 2 months of opening of Price Bid or on finalization/acceptance of tender, whichever is earlier without interest. If Price Bid is opened before expiring of validity of Earnest Money Instrument the same will be refunded to the bidders other than L-1 bidder. Earnest Money Deposit of L-1 bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

Earnest Money Deposit of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the Earnest Money (EMD) will be liable for forfeiture. Earnest Money shall also be forfeited, if any bidder withdraws his offer within the validity period of the tender and/or alters/amends any terms and/or conditions and/or quoted rate(s), within the validity period of the offer, making it unacceptable to KoPT. For the purpose of the provision, the validity period shall include any/all extension thereof as agreed to by the bidder in writing. Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money.

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.

**For Micro & Small Enterprise (MSEs) registered with NSIC:-**

- (i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
- (ii) 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 will not be considered.
- (iii) Copy of valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued or Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.

**6.0 SECURITY DEPOSIT:**

- 6.1 Successful bidder will submit Security Deposit for a sum equivalent to **“10% of the Evaluated Price”** as accepted by KoPT either in Demand Draft or in the form of Bank Guarantee as per enclosed format in favour of “Kolkata Port Trust” from a Nationalised /Scheduled Indian Bank with office at Kolkata through Harbour Master (Port). In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The Security Deposit shall remain valid for 6(six) months after successful completion of the contract for five years. The Security Deposit will be released within 30 days after successful completion of the contract period without interest.
- 6.2 KOPT shall encash the Security Deposit in the event the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 30 days to commence operation at the order of authorized officer or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.
- 6.3 The Director, Marine Department shall have the right to ask for the extension of the above Demand Draft/Bank Guarantee till such time the contractual obligation are fulfilled and the contractor will be duty bound to extend the same as asked by Director, Marine Department.
- 6.4 KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing his

decision to entrust the work (covered by the Bid document).

- 6.5 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within 45 days after issuance of work order.

**7.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION**

In case the tender is submitted in joint venture/consortium, the Bidder 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 (Appendix -2).
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the KoPT should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26 % equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the bidder is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.

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

## 7.1 FURTHER CONDITIONS FOR JV/CONSORTIUM:

Intending bidder(s), as Consortium, is eligible to participate in the tender. The term 'Bidder' used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Bidder may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

- (a). The Bidder shall not have a conflict of interest that affects the Tendering Process. Any Bidder found to have a **Conflict of Interest** shall be disqualified. A Bidder shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:
  - (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, its Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - (aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled



intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

- (bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb). (i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; **OR**
- (ii) A constituent of such Bidder is also a constituent of another Bidder; **OR**
- (iii) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; **OR**
- (iv) Such Bidder has the same legal representative for purposes of this Tender as any other Bidder; **OR**
- (v) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Tender of either or each other.
- (b). A Bidder shall be liable for disqualification if any legal, financial or technical adviser of KoPT in relation to the Tender is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

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

**Note:**

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

suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

The Bidder(s) shall have valid documents as listed in various clauses of this tender document including those given at Clause 6.0 and submit the same in the manner as stipulated.

## **7.2 Technical & Financial Capability.**

The bidder (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at Clause-1.0 & 2.0 of Annexure –B.

## **7.3 Assessment of eligibility:**

7.3.1 In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

7.3.2 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.

7.3.3 Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

7.3.4 The Bidder shall submit a Power of Attorney as per format given at **Appendix-1**, authorizing the signatory of the Bidder to submit the tender.

7.3.5 Where the 'Successful Bidder' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:

- a. Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix -2**, signed by all the other members of the Consortium;
- b. The Tender shall contain the information required for each member of the Consortium as per **Appendix-3**.

- c. The Bidder shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **Appendices-4 & 5**.
- d. An individual (single entity) Bidder participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
- e. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Annexure-VIII**, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
  - (i) Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all the obligations of KoPT in terms of the said agreement, in case the Contract is awarded to the Consortium;
  - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member; Commit the minimum equity stake to be held by each member;
  - (iii) Commit the minimum equity stake to be held by each member;
  - (iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
  - (v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and
  - (vi) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of KoPT in relation to the contract throughout the contract period.
- f. Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of KoPT.

**7.3.6** The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the

Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Bidder in the Covering Letter as per **Appendix-6**.

7.3.7 A Bidder including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate as per **Appendix-6**.

7.3.8 In computing the Technical Capability and Financial Capacity of the Bidder / Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

**Note:**

For purposes of this Tender, 'Associate' means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member. As used in this definition, the expression 'control' means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

## **8.0 Change in composition of the Consortium**

8.1 Change in the composition of a Consortium shall not be permitted by KoPT either during the 'Techno-commercial Evaluation Stage' [i.e., from the 'date of issuance of Tender.' up to the 'date of notification of the techno-commercially valid tenders'] or during the 'Price-Evaluation Stage' [i.e., from the 'date of notification of the techno-commercially valid tenders' up to the 'date of placement of Letter of Intent (LOI)']. The same may be permitted only after placement of LoI where:

- a. The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by KoPT.
- b. The Lead Member continues to be the Lead Member of the Consortium;
- c. (i). In case of substitution, incoming consortium member substituting the outgoing consortium member is required to meet the eligibility criteria of the tender condition at the time of substitution. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and

financial health of the proposed additional member.

- d. The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Bidder/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

8.1.1 Approval for change in the composition of a Consortium shall be at the sole discretion of KoPT and must be approved by KoPT in writing. KoPT reserves the right to reject any tender if:

- a. At any time, a material misrepresentation is made or uncovered, **OR**
- b. The Bidder does not provide, within the time specified by KoPT, the supplemental information sought by KoPT for evaluation of the Bidder.
- c. The non-compliance of the pre-conditions as per NIT by the change in composition of a Consortium.

**Note:** If the Bidder is a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of KoPT, including annulment of the Tendering Process.

- 8.2 If any Bidder, after downloading the tender document, makes any modification / alteration in the Tender Document, the tender submitted by the said Bidder will be rejected outright.

## **9.0 PRICING OF THE BID**

- 9.1 **General:** The Bid shall be quoted as per format of Price Bid.

### **9.2 Currency of Quotations**

The bidder shall indicate the prices in Indian Rupees only.

### **9.3 Validity of Price Bid**

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

## **10.0 Duties and Taxes**

- (1) The rate quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- (2) **General Terms & Conditions:**

Supplier/service provided to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

The Supplier/Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with Kolkata Port Trust, then payments to be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

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

The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.

## **11.0 Fuel and Lubricants**

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

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

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

## 12.0 Escalation/De-escalation

Escalation and de-escalation on the “Hourly Running Charge” as accepted by Kolkata Port Trust will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs.67.96/- per litre as on 22.05.2019 at Kolkata.

13.0 **DELIVERY/ REDELIVERY** of the Barge will be at Kolkata.

## 14.0 **Mobilisation Time**

On placement of work order, the Barge is to be made available at Kolkata and should commence the operation within 45 days. Delay in mobilizing the Barge will attract penalty @10% of the fixed “Daily Hire Charges” for each day of delay. No separate mobilization or de-mobilisation charges will be paid. The contractor shall include such costs, if any, in the daily hire charge quoted by him.

**N.B : The information being provided in the Tender document do not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.**

## 15.0 **Interpretation of Terms**

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

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

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

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

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

“THE ENGINEER” - The expression “The Engineer “means the Director, Marine

Department, for the purpose of this contract only.

“THE ENGINEER'S REPRESENTATIVE”: The expression “The Representative” means any officer or person from time to time deputed by the Trustees or Director Marine Department to act on their behalf for the purpose of this contract.

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

“THE VESSEL” - The expression “The Vessel” means the hired Self Propelled Water Barge.

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

‘**DEFICIT PERIOD**’ shall mean the following:

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

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

## 16.0 INFORMATION REQUIRED

A technical description of the Barge to be submitted as per the format below and to be enclosed in Part-I (Techno- Commercial Bid) of the offer.

### **Details of The Water Barge being offered**

Sl. No.	Particulars	ITEM
1.	Name of the Water Barge	
2.	Owner	
3.	Year of built	
4.	Official Number	
5.	Registering Authority	
6.	Water Carrying Capacity	
7.	LOA	



8.	Beam	
9.	Depth	
10.	Draft	
11.	Main Engines (No., Make, BHP each)	
12.	Generator Engine (No., Make, BHP each)	
13.	Validity of Certificate	
14.	Date of last Dry Docking	
15.	Due date of next Dry Docking (to maintain validity of class and statutory certificates)	
16.	Speed (in Knots)	
17.	Fuel consumption per hour (including auxiliary engines and water pumps) of full power operation	
18.	Crew (including Master)	(Please give details separately as annex)

**THE BARGE MUST FULFILL THE FOLLOWING CRITERIA:**

- The Water Barge must have valid statutory and classification certificate for the performance of designated duties.
- The Water Barge must have the capacity to carry at least 150 tonne of Water.
- The speed of the Water Barge should not be less than 5 knots

**17.0 MANNING:**

- 17.1 Manning of the Barge has to be provided as per I.V. Act.
- 17.2 The contractor should maintain adequate number of crew in their pay roll so that leave and exigencies can be accommodated by the contractor.
- 17.3 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to KoPT. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel to be deployed by him.
- 17.4 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.
- 17.5 A **Liaison Officer** should be deployed by the Contractor for interacting /communicating between KoPT, the vessel and other concerned officers at Kolkata. Such liaison officer shall have office in Kolkata with mobile as well as residential telephone facility. He should be a person having experience in the field of marine operation. Liaison Officer will not be changed during the entire period of contract without informing Kolkata Port Trust.

- 17.6 The successful bidder must submit a local police verification certificate for those persons who will be deployed at site for carrying out duties.

#### **18.0 SCOPE OF WORK**

- 18.1 General : The work primarily involves supplying a self-propelled water barge with carrying capacity of at least 150 MT of Fresh water with experienced manning, collect water from designated points within / outside KPD / NSD / Baj-Baj and supply to the vessels in the port as per requisition and at the direction of the Engineer of the contract.
- 18.2 The Water Barge would also be used for any other work that the vessel is capable of and as assigned by then Port. The Water Barge shall be required to be manned, maintained and made available for operation round the clock and shall be required to report for operation at ½ (Half) an hour notice.
- 18.3 The Water Barge should be fitted with suitable accessories including pumps, hoses, meters etc. to carry out the designated work of collection and supply of water and maintenance of proper record for the same.
- 18.4 The Water Barge will be deployed primarily at KPD, NSD and River anchorages at Kolkata/ BajBaj for supply of water and also any other lawful purposes as may be directed by KoPT.
- 18.5 The Water Barge should be operational round the clock throughout the year. For this purpose, the contractor shall, at all times, maintain sufficient fuel, lubricants, spares and stores on board at his own cost.
- 18.6 The vessel shall always be kept filled with sufficient water from KoPT's installations so that she is able to supply water at short notice. The water tanks must be cleaned once every year and the water tested by an authorized agency once every month to ascertain its quality.
- 18.7 Food and other facilities for the crew as per labour and marine laws shall be arranged by the contractor. All transportation costs towards men and material is the responsibility of the contractor. The crew shall be in uniform while on duty.
- 18.8 The vessel must maintain uninterrupted communication by VHF and Mobile Phone and shall be under the operational Command of Director, Marine Department.

#### **19.0 KOPT's Responsibilities:-**

Kolkata Port Trust shall provide electrical shore connection at the jetties / berths in Kolkata supply fresh water from its water barges, water hydrants, whenever possible, free of cost. But this is not a binding obligation and is solely at KoPT's discretion. KoPT's Mooring / Berthing facilities will be provided free of cost as and when practicable. In case KoPT decides to supply fuel oil (HSD) in exigencies, the contractor

has to collect and store the same with their own means and maintain proper account for the same, and in such case hourly running charges will not be paid.

#### **20.0 Log Book**

The contractor at their cost will print sufficient number of log books and log abstracts as per KoPT's approved format. The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours, fuel oil consumed / bunkered etc. to be logged daily and to be signed by the In-Charge / Master of the vessel and the same will be checked and countersigned by KoPT representative. A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the In-Charge / Master and same to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be undertaken on board and recorded. The daily log book to be retained on board / office and same to be produced on demand.

#### **21.0 GUARANTEED AVAILABILITY:**

- a) The Contractor will have to stand guarantee for the vessel's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level no Daily Hire Charge shall be paid for the DEFICIT PERIOD and in addition to the same, penalty as Clause No.23 will be applicable. Further, lay off period of maximum 15 days will be allowed in a year subject to obtaining prior approval from the Engineer of the contract. No daily hire charge will be payable to the contractor during the layup period. Lay off period of 15 days, if not availed in a particular year, cannot be carried forward to the subsequent years of the contract.
- b) However, a further lay off period of another 30 days will be allowed twice during the entire tenure of the three years period of the contract for dry-docking and special survey repair of the Barge for maintaining its Certificate of Class. No daily hire charge will be payable to the contractor during this lay up period.
- c) Subsequent to commencement of the contract, in case the offered Barge is not available for operation, then a substitute Barge with similar/better specification than the offered Barge, shall be provided as a replacement by the contractor at no extra charge within 30 days from the time and date the offered Barge is inoperative/broken down. During the period penalty clause as per Clause No. 23 will be imposed.

#### **22.0 Operation Mode & Charges:**

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

22.2 On Standby Mode

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

### **22.3 Accrual of Charges**

The contractual charges are inclusive of all the expenses connected to the operation of the Barge including supply of manning, materials, fuel & lubricants etc. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT.

#### **a) Daily hire charge:**

These charges shall be paid for every day the vessels are on stand by mode described in clause 23.3 above. However, during the lay off period of the Barge either for repair or for any other reason attributable to the contractor, no charge will be payable.

#### **b) Hourly Running charges**

This charge shall be payable only for the period the vessel is actually in operation for port's requirement at the directive of the Engineer of the contract. The contractor will not claim this charge for the purpose of break down repair or trial. Also, in the event KoPT supplies fuel, this rate will not be payable by KoPT.

### **23.0 Deduction and Penalties:**

KoPT will not pay any of the schedule rates for the days the operation of the Vessel is suspended for the reasons attributed to the contractor. Further a sum equivalent to 50% to the "daily hire charge" will be imposed as penalty for each day (24 hrs.) pro data 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. Proportionate deductions will also be made from the contractor's monthly bill in the event of non-availability/absence of ship's crew and/ or other concerned personnel.

GST as applicable would also be imposed on all deductions and penalties on the contractor.

### **24.0 Duration of the contract.**

This contract will be for three years as per the agreement. The contract will come into force from the date of commencement of operation of the Barge at KoPT.

## **25.0 Evaluation and comparison of bids.**

- 25.1 Kolkata Port Trust reserves the right to accept price part of the offer (part-II) of only such bidders whose technical and commercial aspects of the proposals (part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidder. Kolkata Port Trust may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.
- 25.2 The Bids received and accepted will be evaluated by method indicated in the Price Bid.
- 25.3 Kolkata Port Trust reserves the right to refuse the Barge on her arrival at Kolkata if the same is found to be not fulfilling the requirement as laid down in the tender.
- 25.4 No escalation on the quoted price is admissible during the period of the contract
- 25.5 Kolkata Port Trust will not be duty bound to notify the names of unsuccessful bidders nor the reasons for the same.

## **26.0 Bid Opening**

### **26.1 Technical & Commercial Bid and Price Bid.**

One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.

Kolkata Port Trust reserves to accept price bid of only such bidders whose Technical & Commercial aspects are acceptable & complete.

## **27.0 Signing of the Contract.**

On placement of work order to the successful bidder, the bidder shall arrange the Barge and all other equipment at Kolkata within 45 days for the operation. The successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format within the shortest period after placement of work order.

## **28.0 The General Conditions of Contract of KOPT shall be applicable wherever relevant. The G.C.C. may be downloaded from KoPT website, "Home Page Rules and Regulations – Non Service Registration".**

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

- i) The hull, machinery and 3<sup>rd</sup> party liability.
- ii) Total loss of the vessel.

- iii) Total coverage for wreck removal in case the vessel is wrecked.

All persons deployed by the contractor on board the vessel shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. KoPT shall not be responsible in any manner for any accident to the personnel engaged by the contractor during the operation of the Barge or otherwise.

### **30.0 Payment:**

The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 7th day of the next month along with certified log book extracts, duly certified by the authorised officer of KoPT together with the original supporting documents duly signed with stamp by EIC/ Master of vessel along with original bills from the authorised oil supplier /dealer with the monthly bills. KoPT will endeavour to pay the contractor within 45 days from the date of submission of authentic and correct bill.

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

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

### **31.0 Termination of Contract.**

31.1 Without being liable for any compensation to the contractor, the Trustee may in their absolute discretion, terminate the contract after giving a minimum of one month's notice in writing due to occurrence of any of the following reasons and decision of the Trustees' in this respect, as communicated by the Engineer, shall be final and conclusive.

- a) The contractor has abandoned the contract.
- b) In the opinion of the engineer, either the progress/performance of work is not satisfactory or the work is not likely to be completed within the agreed period and terms and conditions on account of contractor's lapses.
- c) The contractor has failed to commence the work or has without any lawful excuse under this condition has kept the work suspended for at least fifteen days despite receiving the Engineer's or his representative written notice to proceed with the work.
- d) The contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or repeatedly failing in tests and trials.

- e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Trustees“ or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
  - f) The contractor is adjudged, insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.
  - g) KoPT, at its sole discretion may terminate the contract after serving one month’s notice if the performance of the Barge is not satisfactory for two consecutive months. The decision of KoPT about the performance of the Barge will be final.
  - h) In case the contractor fails to mobilize the Barge and commence operation at Kolkata within 30 days on expiry of scheduled mobilization period of 45 days, KoPT will be at liberty to terminate the contract and forfeit the Security Deposit.
- 31.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the contractor’s risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor had he duly completed the whole of the work in accordance with the contract.
- 31.3 The Engineer’s decision in all such cases shall be final, binding and conclusive.
- 31.4 The Trustees shall have the power to retain all money due to the contractor until the work is completed by other agency and the contractor’s liabilities to the Trustees and known in all respect.

## 32.0 **FORCE MAJEURE**

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.

The term ‘force majeure’ employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party it’s obligations under this charter which the party can not reasonably prevent or control against.

### **33.0 Law of the Land**

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the contractor at their own cost. KoPT shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by KoPT.

### **34.0 Compliance of relevant Acts, Ordinances etc.**

The contractor should comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Employees State Insurance Act (if applicable), Workmen's Compensation Act, 1923 and the Contract Labour (Regulation & Abolition) Act, 1970, The payment of Bonus Act, 1965 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc.

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

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

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

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



- 35.3 If there is still no settlement as mentioned at Clauses – 36.1 & 36.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 35.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 35.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 35.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 35.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 35.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 35.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.
- 35.10 PROVIDED ALWAYS AS FOLLOWS :-
- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the

context of contract conditions.

- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

**36.0 BARGE'S ENCUMBRANCES ON CONTRACTOR:**

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

**37.0 POLICE VERIFICATION CERTIFICATE**

The successful contractor must submit local Police Verification certificate for all its employees engaged in the operation in due course.

**38.0 List of enclosed formats**

Format of Price Bid – Annexure - D Form of Tender - Annexure I Format of Agreement- Annexure II  
Proforma of Bank Guarantee- Annexure III  
Format of Bank Guarantee for Earnest Money- Annexure IV Format of affidavit for ESI Exemption - Annexure V Format of Indemnity Bond- Annexure VI  
Format of Affidavit for Provident Fund Exemption – Annexure VII  
Joint Bidding agreement of Consortium Members- Annexure VIII  
Format for Power Of Attorney for Signing Of Tender- Appendix 1  
Format for Power Of Attorney for Lead Member of Consortium-Appendix 2 Profile of The Bidder -Appendix 3  
Details of similar project executed successfully by consortium members-Appendix 4  
Details of Financial Capability of The Bidder -Appendix 5  
Covering letter - Appendix 6

39.0 **FORMAT OF PRICE BID**

I. “DAILY HIRE CHARGES” (A) : Rs...../ Day (Price not to be quoted here)

II. “HOURLY RUNNING CHARGE” (B): Rs...../ Day (Price not to be quoted here)

[Hourly Operational Charges shall include only the cost of fuel for running the barge based on the rate of HSD at Kolkata which is Rs.67.96/- per litre as on 22.05.2019).

III. Assumed running hours per day = 2.17 hours.

IV. TOTAL EVALUATED PRICE FOR ONE YEAR FOR ONE WATER BARGE

= {(365 x A) + (365 x 2.17 x B)} ..... (C)

= Rs..... (Rupees.....only)

V. TOTAL EVALUATED PRICE FOR THREE YEARS = [C x 3] = .....  
(INR)

**Note**

1. Daily hire charge and Hourly running charge shall be quoted excluding GST, which would be paid extra at actual on submission of GST Invoice and proper uploading of the same in the GST in website.
2. GST will not be considered for the purpose of evaluation.

**FORM OF TENDER**

Director Marine Department, Kolkata Port Trust,  
15, Strand Road,  
Kolkata – 700001. Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender for Hiring of Self Propelled Water Barge for KDS 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 Part-I and Part-II as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid in Part –II.

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

We have annexed Original Bankers' Cheque/Pay Order/Bank Draft No ..... dt..... from Bank of Rs.\_\_\_\_/- (Rupees\_only) as Earnest Money.

We also agree to abide by this Tender for a period of 180 days from opening of Techno Commercial Bid (Part -I) and in default of our so doing, the Earnest Money of Rs.\_/- deposited by us shall be liable to forfeiture at the option of the competent authority.

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

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

Yours faithfully,

Date:

Signature .....

Address (Office Seal)

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

**FORMAT OF AGREEMENT**

( on Rs. 50/- STAMP PAPER)

**AGREEMENT FOR HIRING OF ONE SELF PROPELLED WATER BARGE**

This Agreement made on the .....day of .....2019 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700001 hereinafter called “Trustees” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/S..... having its registered office at..... hereinafter called the “contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous of hiring one Barge including the work specified in the Bid document should be carried out by the above vessel in satisfactory manner and have accepted a tender by the contractor for the said work

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

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

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

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

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

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

**Director, Marine Department**

Authorised Signatory of the Contractor.

The Common Seal of the contractor

**Witness**

**1.....**

**2.....**

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

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth **Rs.100/-** or as decided by the Engineer/Legal Adviser of the Trustees)

To  
The Board of Trustees For the Port of Kolkata.

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

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



reference, whatsoever, to the contractor.

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

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

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

5. We,..... Bank .....Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the

previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

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

**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY**

**STAMP PAPER Rs. 50/-**

To

The Board of Trustees, Kolkata Port Trust.

Whereas M/s. .... having it's registered office at ..... (hereunder called Bidder) have submitted their offer for the tender ..... by the Board of Trustees of the Port of Kolkata, a body corporate duly constituted under the Major Port Trust, 1963 (Act 38 of 1963), have received the offer and have agreed to exempt the owner from cash payment of Earnest Money.

**KNOW ALL MEN** by these presents that we..... (Name of Bank with address) and bound up to Board of Trustees of the Port of Kolkata, in the sum of Rs..... (Rupees ..... ) only, for which payment well and truly to be made to the Board of Trustees of the Port of Kolkata, the Bank binds itself, it's successors and assignees by these presents.

The conditions of the obligations are:-

If the contractor, after having submitted the bid, fails or refuses to commence the work or any of it's components in accordance with the terms, conditions and time frames established in the Bid. We undertake to pay to the Board of Trustees of the Port of Kolkata up to the above amount upon receipt of it's first written demand, provided that in it's demand Kolkata Port Trust will specify that the amount claimed by it is due to it owing to the occurrence of the conditions noted above.

This guarantee will remain in force up to 180 days after the date of issue or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date of extension thereof.

**NOTWITHSTANDING** anything contained herein before our liability under the Guarantee is restricted to Rs.....(Rupees.....) only. Our Guarantee shall remain in force till....., unless a demand or claim under the Guarantee is made on the Bank in writing on or before....., we shall be relieved and discharged from all our liabilities thereafter.

Authorised Signatories

**OFFICIAL SEAL OF BANK**

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

On the Rupees Ten Non judicial stamp paper

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

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

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

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

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

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

**INDEMNITY BOND**  
**(On Rs.50/- (Rupees fifty) Non Judicial stamp paper)**

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

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

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

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

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

Sureties:

Signature of the Indemnifier

Name	:
Signature	:
Address	:
b) Name	:
Signature	:
Address	:
Witnesses	
Name	:
Signature	:
Address	:

**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION**  
(ON THE RUPEES TEN NON-JUDICIAL STAMP PAPER)

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

**AFFIDAVIT**

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

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

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

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

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

Identified by:.....

Deponent

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

### Joint Bidding Agreement

(To be executed before notary public on Non-Judicial Stamp Paper of at least Rs. 60/-)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of 20...

#### AMONGST

1. { ..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

2. { ..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

3. { ..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

#### AND

4. { ..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

#### WHEREAS,

- A. [KOLKATA PORT TRUST, established under the Major Port Trusts Act-1963 and having Principal Office at 15, Strand Road, Kolkata-700001 (hereinafter referred to as the “**KoPT**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. .... dated .....(the “**TENDER DOCUMENT**”) for selection of successful bidder for the contract as proposed in the said tender document.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and

- C. It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Tendering Process for the Work.

2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the successful bidder and awarded the contract, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 1956 for entering into an Agreement with the KoPT and for performing all its obligations as the successful bidder in terms of the Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium ;}

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

**[Note: Status of the members in (b), (c) and (d) are only illustrative. More/less parties may form the Consortium and changes may be made accordingly to the JBA]**

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

**6. Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{ Third Party: }

{ Fourth Party: }

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.

6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. .... dated .....

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with KoPT;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the bidder is not pre-qualified or upon return of the Earnest Money by the KoPT to the Bidder, as the case may be.

## **9. Miscellaneous**

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the KoPT.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND  
DELIVERED

For and on behalf of LEAD  
MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of SECOND PART by

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND  
DELIVERED

For and on behalf of THIRD  
PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of FOURTH PART by

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

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## APPENDIX- 1

### Format for Power of Attorney for Signing of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 )

Dated: \_\_\_\_\_

### **POWER OF ATTORNEY**

To whomsoever it may concern

Mr. .... [Name of the Person(s)], residing at  
..... [Address of the person(s)], acting as .....  
(Designation of the person and name of the firm), and whose signature is attested below, is  
hereby authorized on behalf of ..... Name of the bidder (in case of  
a consortium, name of the lead member)] to sign the tender [(Tender No.  
.....and (Tender subject- “.....”)] and submit  
the same and is hereby further authorized to provide relevant information/ document and  
respond to the enquiry’s etc. as may be required by Kolkata Port Trust (KoPT) in respect of  
the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall  
be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm  
all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me /  
us by virtue of the power hereby given.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Bidder / Consortium Members with  
Seal)

**Note** – (In case of Consortium, representative of all members must sign)

## APPENDIX- 2

### Format for Power of Attorney for Lead Member of Consortium

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 )

#### **POWER OF ATTORNEY**

Whereas Kolkata Dock Complex, Kolkata Port Trust (“the Authority”) has invited tenders from interested parties for “.....” (Tender No .....

.Whereas, ....., ....., ..... And ..... (collectively the “ Consortium”) being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Tender and its execution.

#### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. .... having our registered office at, M/s..... having our registered office at ....., M/s having our registered office at ....., and M/s. .... having our registered office at , [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. .... having its registered office at ....., being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any

other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....

DAY OF..... 20\*\*

For .....

..... (Name & Title)

For .....

..... (Name & Title)

For .....

..... (Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Consortium)



### **Profile of The Bidder**

1.
  - (a) Name
  - (b) Country of incorporation
  - (c) Address of the corporate headquarters and its branch office(s), if any in India.
  - (d) Date of incorporation and commencement of business.
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
3. Details of individual(s) of the bidder (Lead Member in case of Consortium) who will serve as the point of contact/ communication with KoPT.
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number : (Land & Mobile)
  - (f) E-Mail Address :
  - (g) Fax Number :
4. Details of Authorized Signatory of the Bidder: Name :  
Designation :  
Company :  
Address :  
Telephone No. :

(Land & Mobile)

Fax No. :

Email Address :

5. In case of a Consortium:

- a. The information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holders .....

Name: .....

Designation: .....

Date : .....

Seal

**KOLKATA PORT TRUST****HIRING OF ONE SELF PROPELLED WATER BARGE FOR KDS**

	Name of the similar project / work executed successfully.	Period of the project	Value of the project
<b>Single Entity</b>			
<b>Consortium Member 1</b>			
<b>Consortium Member 2</b>			

**Instructions:**

- The single entity bidder / each member of consortium should furnish its details in the appropriate column.
- The description of each of the project shall have to be provided while giving the following details:
  - Location of the project
  - Contact details of the concerned similar projects
    - Name of Contact Person(s)
    - Designation(s)
    - Address
    - Telephone/Mobile No.
    - Fax
    - Email

Signature of Power of Attorney Holder(s).....

Name: .....

Designation: .....

Date: .....

Seal:

**CERTIFIED BY**

Name of Chartered / Certified Accountant Firm .....

Registration Number &amp; other details .....

Name of the Signatory.....

Signature .....

Designation .....

Date .....

Seal

**Details of Financial Capability of the Bidder**

(In Rs. Crore)

<b>Applicant Type</b>	<b>Annual Financial Turn Over</b>
	Average on last 3 years
Single entity Bidder	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
Consortium Member 4	

Please add more rows depending upon Consortium Members. Instructions:

1. The Single Entity Bidder/ each members of Consortium should submit its details in the appropriate column.

**Signature of Power of Attorney Holder(s).....****Name:** .....**Designation:** .....**Date :** .....**Seal****CERTIFIED BY****Name of Chartered Accountant Firm .....****Registration No. & other details .....****Name of the Signatory .....****Signature .....****Designation .....****Date**

**Covering Letter**

**Dated :**

To,  
Director Marine Department Kolkata Port Trust,

Dear Sir,

1. I/we,\_\_(Name of bidder) having examined the Tender Document and understood its contents, hereby submit our tender for  
..... to Kolkata Port Trust.
- 2 All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
  - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
  - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
6. I/we declare that :

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.
  - b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
7. I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
8. .... ( Name of Bidder) hereby undertakes that I/we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

**Signature of Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**