

BID DOCUMENT OF THE TENDER FOR

HIRING OF LAUNCHES

TENDER NO. MRN/CH/4697/9/686

ISSUED BY

DIRECTOR, MARINE DEPARTMENT

KOLKATA PORT TRUST

15, STRAND ROAD

KOLKATA-700001

JULY 2015

Notice Inviting Tender

TENDER NO. MRN/4697/9/686

DATED: July 1, 2015

Sub: **Tender for Hiring of Launches with Manning**

Kolkata Port Trust intends to hire 13 launches and 1 motorboat with manning for Hydrographic Survey/Research/River Training/River conservancy and allied works for a period of 3 years.

Categories and requirement of launches:

Category A - (PARTIALLY SMOOTH WATER LAUNCHES] - Includes those launches which possess the requisite certificate and equipment necessary to ply in partially smooth water limits of River Hugli. **Requirement - 4 Nos** [Marine-2, CE-1, HSD-1].

Category B - [SMOOTH WATER LAUNCHES]- Includes those launches which possess the requisite certificate and equipment necessary to ply in smooth water limits of River Hugli. **Requirement - 9 Nos.** 7 launches will be hired throughout the year and 2 launches will be hired for 6 months each in a year.[Marine-4, CE-1, HSD-4]

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

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

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

THE TENDER WILL NOT BE EXTENDED BEYOND THE DUE DATE.

Estimated value of the Tender for 3 years for one launch	Category A (Partially Smooth Water launch)	Rs.55.7 Lakh for each launch
	Category B (Smooth Water launch)	Rs.41.5 Lakh for each launch
	Category C (Motor boat)	Rs.28.4 Lakh for the motorboat

Commencement of sale of Tender Document	6.7.2015
Last date of sale of Tender Document	Upto 1200 hours on 27.7.2015
Pre-bid Meeting	At 1500 hours on 14.7.2015
Last date of submission of Tender Documents	Upto 1400 hours on 27.7.2015
Date of opening of Techno-commercial Bid	At 1500 hours on 27.7.2015
Cost of Tender Document / Downloaded Tender Document	Rs. 2,000/-
Validity of Price Bid	180 days from the due date of opening of the Techno-Commercial bid.
Period of Contract	THREE YEARS

Sealed quotations are invited for the above work from reputed, bonafide and resourceful Fleet Owners / Fleet Managers / Fleet Operators having the experience in supplying, manning and operation of launches/ motorboats or other crafts meeting following pre-qualification criteria.

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

1.1 The Bidders must have successfully undertaken similar work during the last 7 (seven) years ending 30th June 2015 in either of the following manner:

Category A (Partially Smooth Water Launch) (For each launch quoted)	Category B (Smooth Water launch) (For each launch quoted)	Category C (Motor Boat) Requirement-One
3 works of Rs. 7.45 Lakh each for each launch quoted OR	3 works of Rs.5.55 Lakh each for each launch quoted OR	3 works of Rs 3.8 Lakh each OR
2 works of Rs. 9.3 Lakh each for each launch quoted OR	2 works of Rs.7.0 Lakh each for each launch quoted OR	2 works of Rs. 4.75 Lakh each OR
1 work of Rs. 14.9 Lakh each for each launch quoted	1 work of Rs. 11.1 Lakh for each launch quoted	1 work of Rs. 7.6 Lakh

- 1.2 Bidders must have the following financial turnover during the last 3 years ending 31st March, 2014.

Category A (For each launch quoted)	Category B (For each launch quoted)	Category C
Financial Turnover Rs. 5.6 Lakh.	Financial Turnover Rs. 4.2 Lakh.	Financial Turnover Rs. 2.9 Lakh.

- 1.3 The bidder must own at least one launch in the category for which they intend to quote for.
- 1.4 “**Similar Works**” means supply of launch/ motorboat/ any other craft with experienced manning and their successful operation.
- 1.5 Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Annual Reports, Audited Balance Sheet and Profit and Loss accounts for last 3 years (i.e., 2011-12, 2012-13, 2013-14), Muster Roll, Current P.F. challan, E.S.I. Registration etc. The bidders should also submit documents in support of Minimum Wage Act.

2.0 INSTRUCTIONS TO THE BIDDERS

- 2.1 Applications with supporting documents for the Tender shall be addressed to Director, Marine Department and submitted in the office of Dy. Chief Hydrographer, Drawing Office, Marine Department, 15, Strand Road, Kolkata-700 001.
- 2.2 Application should reach within the specified date and time of submission after which no application will be accepted. Kolkata Port Trust will not be responsible in any way for postal delay.

- 2.3 Mere issuance of Tender document will not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 2.4 In case there is an unscheduled Holiday / Bundh / Strike on the prescribed date of pre-bid meeting or last date of submission of the tender, the next working date will be treated as the scheduled prescribed date for the same.
- 2.5 Tender papers (Non-transferable) will be available from the office of Dy. Chief Hydrographer, Drawing Office, Marine Department 15, Strand Road, Kolkata-700 001 on submission of Rs.2000/- (Rupees two Thousand only) in cash or Demand Draft payable to "Kolkata Port Trust". The tender paper may also be downloaded from KoPT website: www.kolkataporttrust.gov.in. and Central Public Procurement Portal www.eprocure.gov.in. Parties downloading the tender paper from KoPT's website and C.P.P. Portal should ensure submission of Original Demand Draft/Banker's Cheque/Pay Order payable to "Kolkata Port Trust" for an amount of Rs.2000/- (Rupees two Thousand only) being the cost of Tender document, failing which the tender will not be considered.

EXEMPTION: NSIC registered firms (under single point registration scheme) are exempted from depositing cost of tender document. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

- 2.6 Kolkata Port Trust reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 2.7 While evaluating tenders, regard would be paid to National Defence and security consideration.
- 2.8 Further amendments, if any, would also appear in the same website.
- 2.9 Bidders are advised to submit quotations based upon Technical Specification, terms and conditions, Scope of Work contained in the Bid Document 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 the same is notified by KoPT.

- 2.10 The information being provided in this Tender Document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidders 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.
- 2.11 Tenders not accompanied with EMD in Original Bank Draft/ Bankers cheque/Pay Order are liable for rejection.
- 2.12 The Bid Document issued to the Bidder is not transferable.
- 2.13 Bid Document shall remain the property of Kolkata Port Trust. One Bid Document to be retained by the bidder.
- 2.14 KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 2.15 The work to be done as described in Bid-document. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in clause 2.17 below.
- 2.16 The Bidders shall specially undertake to keep his offer valid for acceptance upto 180 days from the date of opening of Techno -Commercial Bid (Part-I) and to abide by all the conditions laid down in the Bid Document.
- 2.17 If the bidders find any discrepancy or omission in the Bid document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-
- Director, Marine Department,
Kolkata Port Trust,
15, Strand Road,
Kolkata - 700 001.
- 2.18 The bidders may please note that 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 agent to visit 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.

- 2.19 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder.
- 2.20 The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, “ Homepage → Rule and Regulations → Non Service Regulations”

3.0 INSTRUCTIONS FOR FILLING UP THE BIDS

- 3.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust.
- 3.2 The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- 3.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized executive officer of the bidder’s organization.
- 3.4 Each page of the submitted ‘Bid document’ shall be signed by a duly authorized officer and in case of a Corporation, same shall be sealed with the corporate seal or otherwise appropriately executed under seal.
- 3.5 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory’s authority.
- 3.6 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- 3.7 Bidders should indicate at the time of quoting against this bid their full postal and Telegraphic/Telex/E-mail address.
- 3.8 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amounts quoted in words shall be deemed to be the correct amount.
- 3.9 Price Bids, containing any sort of qualifying expression will be rejected. Use of white ink and double writing in price bid is liable to be rejected.

- 3.10 Changes to terms and conditions as enumerated in the bid document will not be valid unless notified by Kolkata Port Trust in writing to the bidder.
- 3.11 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. 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 duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.
- 3.12 Director, Marine Department or his representative may convene meeting with the bidders 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 bidders.
- 3.13 Telex/Telegraphic/faxed offers will not be considered. Bidders shall prepare their bid themselves. Bids prepared by agents will not be given cognizance.

4.0 MODE OF SUBMISSION OF BID

- 4.1 The tenders are to be submitted in two parts, in duplicate i.e. Part-I & Part -II. Part -I should constitute the Technical Bid and terms and conditions of offer and Part-II should constitute only the Price Bid without any deviation and condition. Two separate covers i.e. Part-I & Part-II are to be sealed in a main cover duly super scribed. Both the covers in the main cover should also be super scribed.
- 4.2 **Part-I (Techno-Commercial) will contain the following documents:-**
- a) Brief particulars of the Firm.
 - b) Current Trade License, Sales Tax Clearance/Vat Certificate, if applicable and Audited Balance Sheet for last 3 (three) years (2011-12, 2012-13 & 2013-14), Authentic documents related to registration under Service Tax Authority, compliance of relevant Acts, ordinances etc. as applicable.
 - c) Details of Similar Works previously carried out by the firm with value of each work.

- d) Performance Certificate of previous works carried out mentioning the total value of work and period of completed works.
- e) Photo copy of the Treasury Receipt or Original Bank Draft/Bankers Cheque/Pay Order payable to “Kolkata Port Trust” of Rs. 2000/- as cost of tender document.
- f) Original Bank Draft/Bankers’ cheque/Pay order as per rates mentioned in para 6.0 (a) payable to “Kolkata Port Trust” as **Earnest Money Deposit**.
- g) The details of launches proposed to be deployed for the purpose (as per enclosed format).
- h) One Bid document duly signed and stamped on each page.
- i) Signed and stamped blank copy of Price format.
- j) Letter of authority, if any.
- k) Filled up “Form of Tender” as per enclosed proforma.
- l) Photo copy of KoPT’s ‘General Conditions Contract’ duly signed and stamped on each page.
- m) Copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1st Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format. In addition that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format.
- n) Certificate/declaration of compliance with Minimum Wages Act.
- o) Copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma.
- p) Photocopy of PAN card and details of ECS.

- q) A separate letter addressing to Director, Marine Department, confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.
- r) A declaration that the launches are free from all encumbrances and lien.

4.3 Part -II (Price Bid) shall contain only the 'Price Bid' as per the format without any condition or deviation.

5. JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

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

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

- vi) Firms with at least 26 % equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the tenderer is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.

6.0 Earnest Money Deposit:

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

Earnest Money Deposit	Category A	Rs.1,12,000/- for each quoted launch
	Category B	Rs.83,000/- for each quoted launch
	Category C	Rs.57,000/- for the motorboat.
Bidders quoting for more than one launch shall submit the EMD at the prescribed rates multiplied by the number of launches quoted for in each category.		

- b) E.M.D. of unsuccessful bidders will be refunded without interest within 2 months from the opening of Price Bid or on finalisation/acceptance of the tender, whichever is earlier. If Price Bid is opened before expiry of validity of EMD, the same will be refunded to the bidders other than L-1 bidder. EMD of L-1 bidder will only be encashed. If price bid cannot be opened before expiry date of Earnest Money, Earnest money instrument of all bidders will be encashed.
- c) EMD of successful bidder will be returned without interest after submission of Security Deposit. Earnest Money shall be forfeited, if any tenderer withdraws or alters his offer within the validity period of the tender, making it unacceptable to KoPT. For the purpose of this provision, the validity period shall include any/all extension thereof as agreed to by the tenderer in writing. Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money.

- d) **EXEMPTION:** NSIC registered firms (under single point registration scheme) are exempted from depositing Earnest Money. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

7.0 SECURITY DEPOSIT:

- 7.1 After the issuance of Letter of Intent, Security Deposit shall be submitted within 15 (fifteen) working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work (covered in the Bid Document) as per the said work order.

- 7.2 Successful tenderer will submit Security Deposit for a sum equivalent to 10% of the total evaluated price of the tender for each launch/motorboat and as accepted by KoPT in demand draft or in the form of Bank Guarantee as per the enclosed format in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank with office at Kolkata through Marine Department. The Security Deposit shall remain valid for 6 months after the expiry of the contract.

However, the tenderer will also have the option to convert the EMD against each launch/motorboat as a part of Security Deposit and the balance security deposit will be recovered by deduction from the progressive bills @ 10% of the gross value of such monthly bill for each launch/motorboat. For this purpose, the successful bidder shall submit a 'letter of consent' for adjusting the EMD as a part of security deposit.

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

- 7.3 KOPT shall encash the Security Deposit in the event the contractor fails to supply the launch(es) and commence operation at the order of Engineer or his authorised representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.
- 7.4 The Director, Marine Department shall have the right to ask for the extension of the above Security Deposit till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Director, Marine Department.

8.0 DUTIES & TAXES

The rates quoted by the bidders shall be inclusive of all taxes and duties whether Indian or Foreign, direct or indirect. However, Service Tax and Educational Cess will be payable extra by KoPT at actual. Service Tax and Educational Cess will not be considered for evaluation of the tender. Service Tax as applicable would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under “Reverse Charge” mechanism.

9.0 PRICING OF BID

- 9.1 **General:**The Bid shall be quoted in and as per format of Price Bid.
- 9.2 **Currency of Quotations:**The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.
- 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 (Technical & Commercial aspects) of the Bid.

10.0 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 for the Port of Kolkata.

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

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

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

“THE ENGINEER” - The expression “The Engineer” means the Director, Marine Department, for the purpose of this contract only.

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

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

‘DEFICIT PERIOD’ shall mean the following:

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

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

11.0 SCHEDULE OF LAUNCHES AND INFORMATION REQUIRED:

(Please use separate sheets for more launches as necessary)

11.1 SCHEDULE FOR CATEGORY A (Partially Smooth Water Launch- Requirement 4 nos) AND CATEGORY B (Smooth Water Launch- Requirement 9 nos) LAUNCHES.

SL. N o .	Particulars	Launch no. 1
1	Name of the Launch	
2	Name of the owner with address	

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

11.2 The launches should also conform to the following:

- i) The navigation bridge and chartroom space should have all round visibility. A suitable steering compass should be installed on the launches.
- ii) The contractor must keep the certificate of the launches valid and updated during the entire contractual period. The Launch should be river-worthy, painted and kept clean at all times and maintained in good running condition.
- iii) The top deck of the launch should be provided with suitable lights, tarpaulin awning and proper guardrail. A working table 4' x 2'-6" (approx.) should also be provided.
- iv) At least 2 good cabins to be provided on each launch with functional lights and fans. A Bathroom-cum-W.C. with a commode with flushing system, washbasin, mirror and a shower with running fresh water, is to be provided for the use of Officers. The bathroom and cabins should be properly lit and ventilated.

- v) All cabins must be provided with a bunk with suitable mattress and pillows. Clean and good quality linen (Bed Sheets, Pillow covers, Blankets and Towels, etc.) to be provided.
- vi) A covered dining space with Dining Table and 6 (six) folding chairs for use of Officers to be provided. Necessary crockery, cutlery and cooking utensils for 6 (six) officers should be supplied. A washbasin must also be provided in the Dining Room with running fresh water. A covered area with stove to be provided for use of departmental staff for their cooking.
- vii) Permanent arrangements in the form of brackets, etc. to be provided for fitting outboard transducers for echo sounders and for fitting DGPS antenna on both sides of the launch.
- viii) One 220V AC generator with plug points for battery charging, echo-sounder, position fixing systems, computers, etc. along with adequate electric lights & fans to be provided.
- ix) The contractor shall obtain Police Verification Certificates from the respective local police stations for all his employees deployed on the launches including supervisors. The Contractor shall also issue a photo Identity Card to all his employees as per prescribed format of Kolkata Port.

11.3 SCHEDULE FOR CATEGORY C (Motorboat- Requirement 1)

SL. No.	Particulars	Motorboat
1	Name of the motorboat	
2	Name of the owner with address	
3	Year of Built	
4	Official No.	
5	Registering authority	
6	Date of validity of certificate	
7	Type of Hull	
8	Length (Not more than 8.5 mtrs)	
9	Beam (Not more than 3.5 mtrs)	
10	Draft (Not more than 1.0 m)	
11	Engine Power (BHP)- not less than 45. Should be capable of going astern.	

12	Speed (Not less than 5 knots in still water)	
13	Capacity (Not less than 6 persons excluding crew)	
14	Auxiliary engine (One 220 V AC generator for battery charging and for operation of electronic equipment to be provided)	

12 MANNING:

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

13. SCOPE OF WORK

- 13.1 4 partially smooth water launches, 7 smooth water launches and 1 motorboat to be supplied throughout year. In addition, 2 smooth water launches to be supplied for varying periods aggregating to 6 months each in a year and 1 more smooth water launch to be supplied for 3 months in a year, as may be requisitioned for.

- 13.2 The launches/motorboat shall generally be used for hydrographic survey work/ Research and River training works, various conservancy works, transportation of men and material in the Bhagirathi-Hooghly river system and connected waterways and for any other works that the launches are capable of performing and as may be assigned by the port including assisting in shipping activities. Kolkata port also reserves the right to utilize the launches at any time, at any place and for any other job within its limits.
- 13.3 The launches/motorboat shall be required to be manned, maintained and made available for operation on a 24 hours basis and shall be required to report for operation at 15 minute's notice.
- 13.4 The launches should be made available by the Contractor at his own cost at reporting Departments / Stations / Units as per direction of the Engineer, or as per the work order. The contractor will also demobilise the launches on termination of hire at his own cost.
- 13.5 Responsibility of operating the launches/motorboat including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties will rest wholly on the contractor. Fuel and fresh water shall be collected with the approval of KoPT official in a manner that it does not affect the normal operation of the launches/motorboat. All costs in this regard are to be borne by the contractor. Fuel and Lubricants shall be collected only from authorized suppliers/dealers.
- 13.6 The launches/ motorboat must be insured with any reputed Indian insurance company in the following manner:-
- i) The hull, machinery and 3rd party liability.
 - ii) Total loss of the launches/motorboat.
 - iii) Insurance Coverage of wreck removal in case the launches/motorboat is wrecked.

However, in absence of insurance coverage for wreck removal, the contractor will be required to submit an undertaking that they will remove the wreck at their own cost and risk in case the launches/ motorboat are wrecked.

All persons deployed by the contractor on board the launches/ motorboat shall be insured by the contractor at his cost. Kolkata port shall not be

responsible for any accident/ damage to the launches/motorboat or loss of life/injury to the launch/motorboat crew under any circumstance.

- 13.7 The launches/motorboat will be required to maintain communication by VHF or mobile phone.
- 13.8 The crew of the launches/motorboat shall be required to assist during the survey/research/ conservancy and allied operations undertaken by the launch as per direction of KoPT in-charge.
- 13.9 One of the launch crew will be required to cook for the Officers and departmental crew including serving of food, tea etc. to the officers.
- 13.10 The contractor shall maintain a daily log book for each launch/motorboat. All particulars regarding movement of the launches/motorboat, daily running hours etc. to be logged and signed by the In-Charge/Master of the launches/motorboat and the same will be checked and countersigned by a KoPT representative. A monthly log abstract to be prepared mentioning all the above stated important parameters, and shall be submitted with the monthly bill. The contractor, at his cost, shall print sufficient number of log books and log abstracts as per KoPT's approved format. The daily log book to be retained on board/ office and shall be produced on demand.
- 13.11 The contractor shall undertake strict measures for 'Energy Conservancy' at all times.
- 13.12 KoPT's RESPONSIBILITY:** Kolkata port will provide berthing facility to the launches/motorboat free of cost subject to availability. In the event, KoPT is unable to provide berthing facilities, the launches/motorboat will make own arrangements to remain safely at anchorage or at moorings in the river nearby.
- 13.13 Fresh water will be supplied to the launches/motorboat free of cost by Kolkata Port subject to availability. In case fresh water cannot be supplied by the port, the contractor shall make own arrangements.
- 13.14 Gate passes for men and materials for the launches/motorboat shall be provided free of cost during the contract period.

14. AVAILABILITY/PENALTY/LIQUIDATED DAMAGE:

- 14.1 **GUARANTEED AVAILABILITY:** The contractor will have to stand guarantee for availability of the launches/ motorboat for 350 days in a year, in fully operational condition. A period of maximum 15 days in a year will be allowed for repair / maintenance subject to prior approval of the Engineer of the contract. In case the availability of the launches/motorboat falls below the said minimum guaranteed period, no charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 14.2 will be applicable.

However, in the event of breakdown of the launches/motorboat, the contractor will be at liberty to replace the same with another launch/motorboat having similar capabilities.

- 14.2 **PENALTY:** KoPT will not pay any of the scheduled rates for the days the operation of the launches/motorboat is suspended for reasons attributed to the contractor. Further a sum equivalent to 25% of the 'Daily Hire Charge' under Bill of Quantities will be imposed as penalty for the 'DEFICIT PERIOD'. Proportionate deductions will also be made from the contractor's monthly bill in the event of absence of launch/motorboat crew and or other concerned personnel. Such recovery will be made from the running bill of the contractor.

However, the Engineer of the contract may waive of the penalty if he is satisfied that the reasons of default were beyond the control of the Contractor.

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

15. Operation Mode & Accrual of Charges:

- 15.1 The launches / motorboat shall be ready for operation for 24 hours.

- 15.2 **On Stand by mode:** The launches/motorboat shall be deemed to be 'on standby mode' if they are made available to the authorized officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the master to commence operation at 15 minutes' notice.

15.3 Accrual of Charges: The contractual charges are inclusive of all the expenses connected to the operation of the launch/motorboat including supply of manning, stores, fuel and lubricants, materials required for the same. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT in the following manner.

- A. Daily Hire Charge:** This charge shall be paid for everyday the launch/motorboat is on standby mode as described in clause no. 15.2 above. However, during the lay off period of the launch either for repair or for any other reason attributable to the contractor, no charge shall be payable.
- B. Hourly Running Charge for main engine:** This charge shall be payable only for the period the launch is actually in operation for port's requirement.

In the event Kolkata Port is unable to provide berthing facilities to the launches/ motorboat and the launches/ motorboat are required to remain at anchor or in the moorings, 'Hourly running charge for main engine' for a maximum of half an hour shall be paid extra per day.

Further, if any of the launches/motorboat remains unutilized throughout the day for reasons attributable to the port, 'Hourly running charge for main engine' for a maximum of half an hour shall be paid extra per day for upkeep of machineries and charging of batteries.

- C. Hourly running charge for Generator:** This charge shall be payable only for the period the generator is required to be operated for port's requirement.

16 Escalation /De-escalation

Escalation and de-escalation on the hourly running charge as quoted by the party in the format of price bid (clause 27) will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs. 56.85 per litre as on 16.5.15 at Kolkata.

- 17. Duration of the contract:** This contract is for three years as per the agreement. The contract will come into force from the date of commencement of operation of the launches/motorboat at Kolkata port.
- 18. Bid Opening, Evaluation and comparison of bids.**

- 18.1 Kolkata Port Trust reserves the right to accept price part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidders. Kolkata Port Trust may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.
- 18.2 Part-I: Technical and Commercial Aspects: One representative of each bidder will be allowed to be present during the opening of the bids provided such representative possesses a written authorization from the bidder.
- 18.3 Part-II (Price part of the offer): Price Bids of only those Bidders, whose Technical and commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.
- 18.4 The Bids received and accepted will be evaluated by method indicated in the Format of Price Bid.
- 18.5 Kolkata Port Trust reserves the right to inspect the launches/motorboat to ascertain its capabilities prior to accepting the same.
- 19 Signing of the contract:** On issuance of work order to the successful bidder, the bidder shall arrange the launches/motorboat and all other equipment within 15 days for the operation. The successful bidder(s) will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format within 30 days after issuance of work order.
- 20 Payment:**
- 20.1 Payment for 'Daily Hire Charge', 'Hourly Running Charge for main engine' and 'Hourly Running Charge for Generator' will be made once in a month by KoPT.
- 20.2 Payment shall be made to the contractor within 45 days on submission of clear bills accompanied by the log abstract of the launches/motorboat duly certified by KoPT representative. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details alongwith the bills.

21 Termination of Contract.

- 21.1 KoPT, at its sole discretion may terminate the contract after serving one month's notice if the performance of the launches/motorboat is not satisfactory for two consecutive months. The decision of KoPT about the performance of the Launches/motorboat will be final.
- 21.2 KoPT may also terminate the contract if the contractor defaults in supplying the launch in fully operational condition within 60 days from the date of work order.

22 FORCE MAJEURE

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

23 Compliance of relevant Acts, Ordinances etc. :

- 23.1 The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.
- 23.2 It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc.

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

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

24. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

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

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

24.3 If there is still no settlement as mentioned at Clauses - 24.1 & 24.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

24.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the

meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

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

24.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

24.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

24.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.

24.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

PROVIDED ALWAYS AS FOLLOWS :-

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.

- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

25. LAUNCHES/MOTOR BOAT'S ENCUMBRANCES ON CONTRACTOR:

The contractor shall submit an undertaking that the launches/ Motorboat are free from all encumbrances and lien.

- 26. INTEGRITY PACT:** The bidder will have to enter into an Integrity Pact with the port as per format.

27. FORMAT OF PRICE BID

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

No. of Partially Smooth Water Launches Quoted for: _____

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

EVALUATION CRITERIA PER LAUNCH FOR 3 YEARS : $3 [(P \times 365) + (Q \times 1241) + (R \times 50)] =$

Rs.....

(Rupees.....only).

Base price of HSD Rs.56.85 as on.16.5.2015

(Signature of Bidder)

Date: _____2015

Income Tax PAN No: _____

27.2 CATEGORY 'B'- (SMOOTH WATER LAUNCH)

No. of Smooth Water Launches Quoted for: _____

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

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

(Rupees.....only).

Base price of HSD Rs.56.85 As on.16.5.2015

(Signature of Bidder)

Date: _____2015

Income Tax PAN No: _____

27.3 CATEGORY 'C' - (MOTOR BOAT)

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

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

Base price of HSD Rs.56.85 As on.16.5.2015

(Signature of Bidder)

Date: _____2015

Income Tax PAN No: _____

28. LIST OF ENCLOSED FORMATS

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

Annexure-I

FORM OF TENDER

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

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to supply number of Partially Smooth water launches,.....no. of smooth water launches and.....no. of motorboat to the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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

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

We have annexed Original Demand Draft/Pay Order/Bankers Cheque No.....dt.....of..... Bank for Rs.

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

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

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

Yours

faithfully,

Dated.....

Signature.....

Full Address.....
(Seal)

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

Annexure-II

PROFORMA OF BANK GUARANTEE

(PERFORMANCE BOND)

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

To

The Board of Trustees

For the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....

Name of Issuing
Bank.....

Name of Branch.....

Address.....

.....

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(hereinafter referred to as the

“Contractor”) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' progressive bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order) in terms of the Letter of Intent No.....dated(hereinafter referred to as the ‘Contract’), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch.....,,

do, on the advise of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We,

..... Bank.....Branch,

further agree that if a written demand is made by the Trustees through any of its

officials for honouring the Bank Guarantee constituted by these presents, We ,..... Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of “Kolkata Port Trust” without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....

Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us.....Bank.....Branch, to decline or fail or

neglect to make payment to the Trustees in the manner and within the time aforesaid.

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

4.

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

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

Annexure-III

FORMAT OF AGREEMENT

(on Rs. 50/- STAMP PAPER)

AGREEMENT FOR SUPPLY OF LAUNCHES/MOTORBOAT WITH MANNING

This Agreement made on theday of
2013 between the Board of Trustees of the Port of Kolkata, a body
 corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its
 Head Office at 15, Strand Road, Kolkata-700001 hereinafter called "Trustees"
 (which expression shall, unless excluded by or repugnant to the context, be deemed
 to include their successors in office) of the one part and M/S.....

having its registered office at..... hereinafter called the
 "contractor" (which expression shall unless excluded by or repugnant to the context
 be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous of hiringnos. Partially Smooth Water
 launches,nos. Smooth Water Launches and motorboat with manning
 including the work specified in the Bid document should be carried out by the
 above launches/motorboat in satisfactory manner and have accepted a tender by
 the contractor for the said work NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

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

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

- i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalised and accepted by both parties prior to opening of price Bid submitted by the contractor.
- ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.
- iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
- iv) The work order.....dated.....

v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of supplyingnos. Partially Smooth Water launches,nos. Smooth Water Launches and motorboat with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of three years in conformity in all respects with the provisions of the contract.

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

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

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

Authorised

Director, Marine Department

Signatory of the Contractor.

The Common Seal of the contractor

Witness

1.....

2.....

Annexure-IV

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

On the Rupees Ten Non judicial stamp paper

BEFORE THE 1ST. CLASS MAJISTRATE AT

AFFIDAVIT

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

THAT I am the proprietor /Partner of having office at

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

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

3. That the present affidavit is to be filed before the Kolkata Port Trust as per clause No.....of the tender No..... issued by Kolkata Port Trust in respect of the work of supplying launches/motorboat with manning.

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

Identified by me.

DEPONENT

Annexure-V

INDEMNITY BOND

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

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

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the bidder /contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the labourers of the bidder/ Contractor as demanded by

the Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust during the execution of the work stated in the tender No..... of

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

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

Sureties: Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature :

Address :

Annexure-VI

FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at _____on _____day of _____2014 between M/s. _____ (please indicate

the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party”) and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “Second Party”) WHEREAS the First party is engaged in the business of

AND WHEREAS THE Second Party is engaged in the business of

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of KOLKATA PORT TRUST in connection with work of _____(please mention the work of the tender). AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

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

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

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

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

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

First Party:

Second Party:

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

First Party:

Second Party:

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

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

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

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

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at _____

_____The Lead Partner as mentioned in Clause(2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

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

Party of First Part

Party of Second Part

Witness:

1)

2)

Annexure-VII**FORMAT OF AFFIDAVIT FOR PF EXEMPTION**

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT.....**AFFIDAVIT**

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

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

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

2. **THAT** the firm is exempted from Provident Fund Act and the said bidder has no
 valid Provident Fund Registration.
3. **THAT** present affidavit is to be filed before the Kolkata Port Trust as per the
 Clause No. _____ of the Tender No _____

issued by Kolkata Port Trust in respect of the work” **Tender for Hire of Launches with experienced Manning”**

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

DEPONENT

Identified by me

Annexure-VIII

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on ‘Indian Agents of Foreign Suppliers’ is annexed and marked as Annex-“A”.

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti

corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s).

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

Section 8 - Pact Duration:

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

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

Section 9 - Other Provisions:

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

 (For & on behalf of the Principal)
 Bidder/Contractor)

(Office Seal)

(For & on behalf of

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____
