

KOLKATA PORT TRUST

No. MRN/HMR/551A/494

Harbour Master(River) Office
“Subhas Bhavan”
40, Circular Garden Reach Rd.,
Kolkata – 700 043.
Dated :27/07/2015

Sub: Tender Notice for supply of one wooden mechanized boat for transportation of pilots between Sagar Pilot Station and Pilot Launches at Sagar for a period of six months.

Applications in sealed cover are invited from experienced, bonafide and competent owners/suppliers/firms for engagement of one Wooden Mechanized boat for transportation of pilots between Sagar Pilot Station and Pilot Launches at Sagar for a period of six months from October 2015.

The mechanized boat will be required to be available 24hrs a day for transportation of pilots between the shore station and the pilot launches at Sagar as per instructions of the Commander, Sagar Pilot Station.

Non-availability of mechanized boat as per the Tender specifications would adversely affect the shipping of Kolkata Port, for which the Contractor will be held responsible.

The Tender documents(Non-transferable) may be collected from the Office of the Harbour Master (River), 40 Circular Garden Reach Road, Subhas Bhaban, Kolkata- 700 043 on payment of Rs.300/- (non-refundable) only to the Financial Adviser and Chief Accounts Officer, Kolkata Port Trust at 15, Strand Road, Kolkata-700 001. The tender paper may also be down-loaded from KoPT website: www.kolkataporttrust.gov.in. Parties downloading the tender paper from KoPT's website should ensure submission of the receipt from Treasurer KoPT for an amount of Rs.300/- (non-refundable) being the cost of Tender document, failing which the tender will not be considered.

Sale of Tender Document will be from **27/07/15** to **17/08/15**.

Last date of submission of the Tender document will be upto **1200** hrs on **18/08/15**.

Pre-bid meeting will take place at **1200** hs on **10/08/15**.

Opening of Tender will be at **1400** hrs on **18/08/15**.

Detail information available on KoPT website.

For further information you are requested to contact with the above Office please.

(J. Ghosh)
Harbour Master (River)

Copy to: D.M.D for information please.

FA&CAO for information please, with a request to send an officer during the opening of the tender (A copy of the permission for inviting limited tender is enclosed)

The Treasurer – for information and necessary action please.

The Chief Vigilance Officer for information please

The Director (P&R) through Director, Marine Department for inserting the date and time for meeting in KoPT intranet

Commander Sagar Pilot Station for information & display at station & Panchayat Office at Sagar.

Notice Board:- Head Office & HMR Office, Subhas Bhaban.

Kolkata Port Trust

Kolkata Dock System

TENDER NOTICE.

Tender No. MRN/HMR/551A/494

Dated: 27/07/2015

TENDER NOTICE FOR ENGAGEMENT OF ONE MECHANISED WOODEN BOAT FOR TRANSPORTATION OF PILOTS BETWEEN SAGAR PILOT STATION AND PILOT LAUNCH AT SAGAR ISLAND, 24-PARGANAS (S), WEST BENGAL .

ESTIMATED VALUE OF THE WORK	Rs 3.80 Lakhs.
EARNEST MONEY	Rs. 7600/-
DURATION OF WORK	Six months.
PERIOD OF SALE OF TENDER PAPERS (Both days inclusive)	From 27/07/15 to 17/08/15
LAST DATE OF SUBMISSION	1200 hrs on 18/08/15
PRE-BID MEETING	1200 hrs on 10/08/15
OPENING OF TENDER	1400 hrs on 18/08/15
COST OF TENDER DOCUMENT	Rs 300/-

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ISSUED BY:
HARBOUR MASTER (River),
MARINE DEPARTMENT
KOLKATA PORT TRUST
“SUBHAS BHABAN”,
40, CIRCULAR GARDEN REACH ROAD,
Kolkata – 700 043.

KoPT website: www.kolkataporttrust.gov.in

Tender No.MRN/HMR/551A /494 dated 27/07/2015

NOTICE INVITING TENDER

1. Sealed tenders are invited in two parts(i.e.Part – I: Techno-commercial part and Part –II: Price part) from experienced, bonafide and competent owners/ suppliers/ firms for engagement of one Wooden Mechanised Boat for transportation of pilots between Sagar Pilot Station and Pilot Launch for a period of six months from October 2015.
2. Estimated value of the work - Rs 3.80 Lakhs.
3. Period of sale of tender document: From 27/07/15 to 17/08/15
4. Last date of submission of tender: at 1200 hours on 18/08/15
5. The bid document may be obtained from 27/07/15 to 17/08/15 from the office of the Harbour Master (River) on all working days (Monday to Friday) from 1030 hours to 1600 hours on production of a Treasury Receipt for INR 300/- only(non-refundable), issued by the Financial Adviser and Chief Accounts officer of Kolkata Port Trust. The amount to be paid in cash or by crossed demand draft drawn by any schedule bank of India in favour of Kolkata Port Trust and payable at Kolkata.

6. Pre-Qualification Criteria.

1. Must have experience of having successfully completed *similar work during the last 7 years, up to 30.6.2015, which should be either of the following:
 - (a) Three similar completed works, each costing not less than the amount equal to 40% of the estimated value i.e. 1.52 Lakhs.
Or
 - (b) Two similar completed works, each costing not less than the amount equal to 50% of the estimated value i.e. Rs. 1.90 Lakhs.
Or
 - (c) One similar completed work, costing not less than the amount equal to 80% of the estimated value i.e. 3.04 Lakhs.

*** The similar work shall include supply of boats/launches with manning for transportation in waterway. Work experience, as a sub-contractor shall not be considered as the requisite qualification.**

2. The average Annual Financial turnover of the intending tenderer during the last 3 years ending 31st March of the previous financial year should be at least 30% of the estimated amount put to tender.
3. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from clients, Company's Annual Reports, Audited Balance Sheet, Profit and loss account for last 3 Years.

7. OTHER INSTRUCTIONS

1. Application with supporting documents for the Tender shall be submitted at the office of the Harbour Master (River), Marine Department, Kolkata Port Trust, "Subhas Bhaban", 40, Circular Garden Reach Road, Kolkata – 700 043.
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.
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.
4. In case there is an unscheduled Holiday / Bandh / Strike on the prescribed last date of submission, the next working date will be treated as the scheduled prescribed date for the same.
5. Tender papers (Non-transferable) will be available from the Office of the Harbour Master (River), Marine Department, Kolkata Port Trust, "Subhas Bhaban", 40, Circular Garden Reach Road, Kolkata – 700 043. The tender paper may also be downloaded from KoPT website: **www.kolkataporttrust.gov.in**. Parties downloading the tender paper from KoPT's website should ensure submission of the receipt from Treasurer KoPT for an amount of Rs.300/- (non-refundable) being the cost of tender document, failing which the tender will not be considered.
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.

8. SUBMISSION OF BID

- 10.(a) Tenders must be submitted in one sealed main cover super scribed in bold letters :
"Tender for engagement of one Mechanised Wooden Boat for transportation of pilots between Sagar Pilot Station and Pilot Launch."
- 10.(b) The main cover shall contain two separate sealed covers, one marked "Techno- Commercial" and other "Price".
- 10.(c) All envelopes, i.e. the Main Cover and each of the two covers inside (i.e. Techno- Commercial Bid and Price Bid) shall clearly bear the complete name and address of the Tenderer.
- 10.(d) Techno Commercial part of the tenders will be opened in the presence of the tenderers in the room of the Harbour Master (River), KoPT at **1400hrs** on **18/08/15**. The price part shall be opened after ascertaining the eligibility of qualified bidders on the same day or they will be suitably intimated.

9. Contents of Cover No.I (Techno Commercial Bid) :-

- 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. Authentic documents related to Registration under Service Tax Authority and documents related to compliance of minimum wages act.
- c) Details of Similar Works previously carried out by the firm with value of each work.
- d) Performance Certificate of similar previous works carried out.
- e) Original Bank Draft/Banker's Cheque/ Pay Order payable to "Kolkata Port Trust" for Earnest Money deposit of Rs. 7,600/- in a separate cover super scribed as "Earnest Money Deposit".
- f) The particulars of the boats that the bidder intend to utilize for this purpose along with the relevant certificate from the appropriate authority.
- g) Tender document duly stamped and signed on each page.
- h) A blank price bid duly countersigned by the authorized signatory with the confirmation that the prices quoted in sealed cover-II is in the same format in Indian Rupees only and covers all works and conditions specified.
- i) A letter of authority establishing the authenticity of the signature must be enclosed, if applicable.
- j) 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 1st Class Judicial Magistrate in a non judicial stamp paper worth Rs.50/- to that effect as per enclosed KoPT approved format (**Annexure- A**).
- (k) The Tenderer must indemnify KoPT against all damages and accidents in a non-judicial stamp paper worth Rs.50/- as per enclosed format (**Annexure- B**). KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused to the mechanised boat or loss of lives or injury to contractor's workmen engaged for the purpose of transporting Pilots while actually performing duties or otherwise. It is contractor's responsibility to have its boat and persons on board adequately indemnified by an insurance company of repute.
- (l) A separate letter addressing to Harbour Master (River), Marine Department, confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document should be enclosed.(Annexure-IV)
- (m) A declaration that the Mechanised Wooden Boat is free from all encumbrances and lien.
- (n) A declaration that the tenderer has not been debarred/delisted/black- listed by any Govt. /Semi Govt. /PSU Organisation.
- (o) Any additional information furnished by the bidder.

10. Contents of Cover-II (Price Bid) :

The price, in Indian Rupees, in the format at **Annexure – II**, will be the only content in sealed cover-II. If any conditions are indicated in the price bid, or if any deviations whatsoever from the accepted format are found, then the Tender will be rejected. The Bidder shall be required to quote his rates both in word and

in figure at the blank spaces against as applicable. If there is any discrepancy between figure and word the price quoted in words would be considered Price to be quoted in INR and should be all inclusive excepting for Service Tax & Edu.Cess, as applicable, which would be payable extra at actual separately on production of documentary evidence.

11. Evaluation of Tender:-

Tenders will be evaluated as below. Service Tax would not be taken into account during evaluation.

MECHANISED WOODEN BOAT

- a) Bare boat daily hire charge including Rs..... Per day
continuous manning by at least 3 appropriate
persons including maintenance.
(Rupees Per day)
- (b) Running charges per hour inclusive of fuel Rs.....Per hour
Lubricants and all consumables.
(RupeesPer hour)

For Evaluation:-

(a x 180 days + b x 3hrs. x 180 days) Rs.....(Total)
(Rupees(Total)

12. EARNEST MONEY DEPOSIT:

- (a) All Tenders must be accompanied by receipts of Earnest Money Deposit (E.M.D) of Rs.7600/- (Rupees Seven Thousand Six Hundred) only. Earnest Money shall be deposited through Bank Draft/Banker's cheque/Pay Order payable to "KOLKATA PORT TRUST" and payable in Kolkata.
- (b) Earnest money will be accepted only by Bank Draft or Banker's Cheque or Pay Order.
Earnest money of all bidders will be kept in safe custody. Only earnest money of L-1 bidder will be encashed and earnest money instruments of other bidders will be returned after opening of "price bid" without any interest.
- (c) Earnest Money Deposit of successful bidder will be returned without any interest after submission of security deposit. Earnest Money shall be forfeited, if any Tenderer withdraws his offer within the validity period of the tender and/ or alters/amends any term and/or conditions and for quoted rate(s) / within the validity period of the offer, making it unacceptable to KoPT. For the purpose of this provision, the validity period shall include any/all extension thereof agreed to by the Tenderer in writing.

13. SECURITY DEPOSIT:

- (a) The successful tenderer will submit Security Deposit for a sum equivalent to 10% of the TOTAL EVALUATED PRICE of the tender as accepted by KoPT in Demand Draft in favour of " KOLKATA PORT TRUST" and payable in Kolkata or in the form of Bank Guarantee as per the enclosed format (Annexure- C) in favour of 'Kolkata Port Trust' from a National / Scheduled Indian Bank with office at Kolkata, through Harbour Master (River). The Security Deposit will be kept with KoPT till the completion of the contractual period of six months and will be refunded as soon as possible after satisfactory completion of contractual period.
- (b) The Harbour Master (River), 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.
- (c) After the issuance of Letter of Intent, Security Deposit will have to be submitted within 7(seven) working days. Work order will be issued after receipt of Security Deposit.

14. SPECIAL CONDITIONS OF THE CONTRACT

Scope of the work.

The work involves transportation of Pilots between Shore Based Sagar Pilot Station and the Pilot launch at Sagar by appropriately manned wooden mechanized boat in an efficient and safe manner:

	Description of work	Duration of Contract	Estimated value
1.0	Transportation of Pilots between Sagar Pilot Station and the Pilot launch at Sagar by manned wooden mechanized boat	Six months from October 2015	Rs.3.80 Lakhs.
2.0	Transportation of pilots between Sagar Pilot Station and Pilot launch at Sagar is to be carried out in a safe and effective manner round the clock under instruction from Commander Sagar Pilot Station by using mechanised boat to the entire satisfaction of KoPT.		Transportation of pilots is to be carried out by using wooden mechanised boat.
3.0	Mechanised boat deployed for the purpose of transportation of pilots as per description of work, is to be on the basis of daily hire and hourly running charges on actual usage/deployment inclusive of expenses towards fuel, lubricants, consumables, men and all other incidental expenses.		Mechanised boat to be deployed on daily hire rate plus hourly running charges as per actual usage.
4.0	There is no provision for payment of any escalation on the price under this contract.		No escalation payable.

5.0	The Contractor is to provide name/ telephone number etc. of contact person who would always be available over telephone including holidays. At least one of the persons manning the mechanized boat should be available at all times at the jetty complex/ Sagar Pilot Station building complex for receiving orders for Pilot's boating schedules from Commander Pilot Station	Availability of contractor over telephone all the time.
6.0	KoPT or an individual representing KoPT cannot be held responsible for loss or damage caused to any of the mechanised boat or loss of lives or injury to contractor's workmen engaged for the work while actually performing duties or otherwise. It is contractor's responsibility to have its boats and labourers adequately indemnified by an insurance company of repute.	KoPT will not be responsible for any loss of lives and equipment.
7.0	The successful bidder will have to comply with the provisions of "Employer's State Insurance Act 1948 along with amendments (if any) issued from time to time.	Compliance of E.S.I Act 1948.
8.0	It is desired that the contractor is conversant with the shipping channel, the weather, tidal conditions etc.	Familiarisation of site conditions by the bidders.
9.0	The mechanized boat shall be available at all times for use. In case of non-availability for any reason, whatsoever, the Contractor shall be liable to provide replacement of boat forthwith. Non-availability of the boat for transportation of pilots will adversely affect the shipping of Kolkata Port for which the contractor will be held responsible.	Availability of mechanised boat at all times.
10.0	The boat will be scheduled to be placed from the date of the work order. The order will be placed on the selected firm on obtaining approval of the competent authority.	Award of contract.

15. THE CONDITIONS FOR HIRING THE MECHANIZED BOAT ARE AS BELOW:

1. Wooden mechanized boat is to be stationed at Shore Based Pilot Station, Sagar Island and to be used for the transportation of pilots and other services of the Trustees and shall be available for use at any time of the day and night. Non-availability of the boat will adversely affect the shipping of Kolkata Port for which the contractor will be held responsible.
2. The mechanized boat must be appropriately registered and fit for the above operations.
3. The contractor shall supply appropriate/experienced crew for operation and maintenance of the mechanized boat. Minimum manning of three heads to be provided during any operation.
4. Supply of fuel, lubricants and all consumables shall be entirely the responsibility of the contractor and cost should be included in the price bid.
5. The mechanized boat shall be made available at the jetty complex of the Shore Based Pilot Station at Sagar and will work under the orders of Commander Pilot Station.
6. The mechanized boat should be capable of carrying 6 Pilots, with sitting arrangements. The draft of the boat shall not exceed 0.8mtrs.
7. The baggage of the Pilots has to be carried by the persons manning the boat.
8. At least one of the persons manning the mechanized boat should be available at all times at the jetty complex/ Pilot Station building complex for receiving orders for Pilot's boating schedules from Commander Pilot Station.
9. The daily log of usage will have to be maintained in duplicate by the contractor. As and when the boat is in use, the pilots/officers using the same shall sign the log indicating the period of usage. This log should be countersigned by the Commander at the Pilot Station.
10. Bill will be submitted once in a month duly certified by the Commander Sagar Pilot Station, for payment as per actual period of deployment of the boat, on monthly basis, to the Harbour Master (River) at his Kolkata Office. PAN and details of bank account number to be mentioned for ECS.
11. The mechanized boat shall be available at all times for use. In case of non-availability for any reason, whatsoever, the Contractor shall be liable to provide replacement of boat forthwith. However, if the Contractor fails to provide suitable boat to carry out the order, a penalty @ double the daily hire charge plus service tax shall be deducted for each day from his bill, besides non-payment of the daily hire charge for the said period.
12. The successful bidder must submit a local police verification certificate for those persons who will be deployed for carrying out the duties.
13. The Contractor should comply with all the contract labour laws, as applicable.
14. There is no provision for payment of any escalation on the price under this contract.
16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from or account of failure on their part or non-supply of boat with requisite items on any day during contract period.

17. The information being provided in the Tender document does not relieve the successful bidder from carrying out the works to suit the specified needs. The bidder shall inspect the site and use any and every other methods to ensure adequacy of their offer.
18. No claim for interest shall be admissible to the contractor at any stage and in respect of any money or balance which may be due to the contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of Trustees in making interim or final payment or otherwise.
19. Default of the Contractor: Without being liable for any compensation to the contractor the Trustees may in their absolute discretion, terminate the contract and expel the contractor there from after giving him a notice in writing due to occurrence of any of the following reasons as communicated by the Commander, Sagar Pilot Station shall be final and conclusive:
 - (a) The Contractor has abandoned the contract.
 - (b) In the opinion of the Commander, Shore Based Station, either the work is not satisfactory or the work is not likely to be complied with in the agreed period of time on account of contractor's lapse.
 - (c) 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.
20. In case of dispute arising out of the contract, decision of the Dy.Chairman, Kolkata Dock System shall be final and binding on the contractor.
21. No correspondence whatsoever will be entertained on the Tender after opening of the price bid and placement of order.
22. The Trustees for the port of Kolkata do not bind themselves to accept the lowest or any offer/Tender or part thereof and reserve the right to accept or not to accept any or all of the tenders either in whole or in part without assigning any reason whatsoever.
23. The validity of the offer will be ninety days from the date of opening of the price bid.
24. All taxes and duties are to be included in the bills of quotation. KoPT is not liable to pay any tax or duty whatsoever.
25. As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under "Reverse Charge Mechanism" as per Service Tax Law. The service provider is liable to recover service tax as applicable.
26. 'The General Conditions of Contract' of KoPT shall be applicable as relevant.

Harbour Master (River)

FORM OF TENDER

(To be submitted with Technical BidPart – I)

TENDER No. MRN/HMR/551A/494 dated 27/07/2015

To
Harbour Master (River),
Kolkata Port Trust,
40, Circular Garden Reach Road,
Kolkata 700043

Dear Sir,

I/We M/s. ----- having examined the site of work, read and fully understood the specifications, General & Special Conditions of tender and hereby undertake to execute and complete all the works required to be performed in accordance with specifications, Bill of Quantities, General & Special Conditions of Contract prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities during the pendency of the contract from the date of order to commence the work and in the event of our tender being accepted. I/We also undertake to enter into a Contract if required, to give effect to the acceptance of the tender.

I/We have enclosed herewith/deposited with the Trustees' Financial Advisor & Chief Accounts Officer :

- (a) Earnest Money of Rs7600/- vide -----dated -----
- (b) Rs300/- vide Receipt No ----- dated ----- being the cost of the tender document.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than 90 days.

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.

I/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 the decision.

Yours faithfully,

Dated -----

(Signature of Bidder with Seal)

WITNESS:

Name of the Bidder

(In Block Letter):

Address:

Signature

Name: (In Block letters).

Address:

Occupation:

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

TENDER NO.MRN/HMR/ 551A/494 dated 27/07/2015

PRICE BID (COVER II)

BILL OF QUANTITY

MECHANISED WOODEN BOAT

a) Bare boat daily hire charge including Rs..... Per day
continuous manning by at least 3 appropriate
persons including maintenance.
(Rupees.....Per day)

(b) Running charges per hour inclusive of fuel Rs.....Per hour
Lubricants and all consumables.
(RupeesPer hour)

Signature of Tenderer

(With Official Seal)

Date _____

Name _____

Address _____

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

FORM OF AGREEMENT

TENDER FOR HIRING OF ONE MECHANIZED WOODEN BOAT FOR
TRANSPORTATION OF PILOTS BETWEEN SAGAR PILOT STATION AND PILOT
LAUNCH AT SAGAR FOR A PERIOD OF SIX MONTHS FROM OCTOBER 2015

This Agreement made on thisday of.....20...
between the Board of Trustees for 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 heirs,
executors, administrators, representatives and assigns or successors in office) of the
other part.

WHEREAS the Trustees are desirous that transportation of Pilots between the Sagar
Pilot Station and the pilot launch at Sagar should be executed by mechanized boat in
satisfactory and safe manner and have accepted a Tender / offer 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 General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as
part of this Agreement, viz.
 - a) The said Tender / offer and the acceptance of tender / offer including terms and
conditions finalized and accepted by both parties prior to opening of price Bid
submitted by the contractor.
 - b) The General Conditions of Contract, Forms & Agreement of KoPT.
 - c) Special Conditions of Contract (if any).
 - d) The Conditions of Tender.
 - e) The Price Bid as submitted by the contractor and as accepted by the Trustees.
 - f) The Specification.
 - g) The Bill of Quantities.
 - h) The work order dated
 - i) All correspondence, by which the contract is added, amended, varied or modified
in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute the work of transportation of Pilots between Sagar Pilot Station and the pilot launch by mechanized boat 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 about six months as per work order and maintain the work in conformity in all respects with the provisions of the Contract.

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

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

Contractor

Harbour Master (River)

Witness

1-----

2-----

Annexure – IV

The Harbour Master (River)
Kolkata Port Trust
"Subhas Bhaban"
40, C.G.R. Road,

Dear Sir,

Sub- Unqualified acceptance of the Terms and Conditions enumerated in the Tender No.MRN/HMR/551A/494 dated 27/07/15 regarding hiring of a wooden mechanized boat for transportation of Pilots between Sagar Pilot Station and the Pilot launch for a period of six months .

I/We hereby accept all terms and conditions as enumerated in the Tender documents bearing No.MRN/HMR/551A/494 dated 27/07/15 regarding hiring of a wooden mechanized boat for transportation of Pilots between Sagar Pilot Station and the Pilot launch for a period of six months, subject to the decision taken by the Tender Committee and approval of the competent authority.

Yours faithfully,

Signature of Tenderer
(With official seal)

Dated _____

Name _____

Address _____

ANNEX-'A'

On Non-judicial Stamp Paper of at least Rs.50/-
BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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

1. That I am a 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 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 the Kolkata Port Trust in re-
spect 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

DEPONENT

Identified by me.

1.

Annex-‘B’

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

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

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer / Contractor.
3. 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
.....
4. 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 WITNESS WHEREOF I, -----the Partner / Proprietor / Director
-----hereto set and seal this theday
of in the year -----at -----

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

Annexure-C

PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)

(In lieu of Cash Security Deposit, to be issued by the Kolkata Branch of any National / Scheduled Indian Bank with office at Kolkata 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 for 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 Work Order 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 the Bank Guarantee for Rs Rupees),
weBank.....
.....Branch, Kolkata, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....
(Rupees.....).
we,.....BankBranch, Kolkata further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents,
we,.....Bank.....Branch, Kolkata shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us.....

(Name of Bank),Branch, Kolkata..... to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we.....Bank.....Branch, Kolkata 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.

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

3. We.....Bank.....Branch, Kolkata 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 up to and inclusive ofdays of20 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, Kolkata 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, Kolkata 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 forbear or enforce any of terms and conditions relating to the said contract and WeBank..... Branch, Kolkata 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 or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,

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

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

SIGNATURE.....

NAME

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

Kolkata.....

(OFFICIAL SEAL OF THE BANK)