



THE SEAMAN'S WELFARE ASSOCIATION
(Marine Club) For Merchant Navy Personnel
Regd. Office at 2, Nimak Mahal Road
Kolkata-700 043
Telephone no. 033-2439 – 7834
2439 – 7835

BID DOCUMENT

FOR

Long term Lease of “Marine Club” and outsourcing the functions of Seaman's Welfare Association after thorough repairs and upgradation.

Tender No. MARINE CLUB / 2020.

ISSUED BY :

MANAGING COMMITTEE OF SEAMAN'S WELFARE ASSOCIATION

Headed by :

Chairman, Kolkata Port Trust

FEBRUARY – 2020

SEAMAN'S WELFARE ASSOCIATION

1.0 NOTICE INVITING TENDER :

Tender No. MARINE CLUB / 2020	Dated : FEBRUARY, 2020.
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Managing Committee of Seaman's Welfare Association intends to lease out the property at Marine Club, No.2 Nimak Mahal Road and outsource the functions to be provided to the Seafarers after its thorough repairs, renovation and up-gradation and possible use of commercial utilization without effecting boarding and lodging of Seafarers.

E- Tender is invited from reputed firms / bidders having experience in hotel and hospitality industry who meet the following pre-qualification criteria :-

2.0 PRE-QUALIFICATION CRITERIA

The Pre-qualification Criteria shall be as follows :-

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| <ul style="list-style-type: none"> i) ii) iii) | <p>The bidder should be owner or operator of at least one hotel and restaurant with capacity of not less than 50 persons. Certification from reputed Agencies / Government Undertaking / Tourism Department should be submitted to establish the bonafide of the party. The bidder should also enclose a copy of valid license / certificate issued by Food, Safety, Standard Authority of India (FSSAI).</p> <p>The average annual financial turnover of the bidder during the last 3 years ending March 2019 should be at least Rs.100 Lakh from hotel and restaurant business. Certification from a Chartered Accountant to be submitted.</p> <p>Company's Annual Reports, Audited Balance Sheet and Profit & Loss A/c. for last 3 years (2016-17, 2017-18 & 2018-19) to be submitted.</p> |
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The bid document and corrigenda / addendum or clarification, if any, shall be hosted on KoPT website (www.kolkataporttrust.gov.in) and /or <https://eprocure.gov.in/eprocure/app>

3.0 SCHEDULE OF TENDER (SOT)

a) Tender No.	MARINE CLUB / 2020
b) Mode of Tender	The intending bidders are required to submit their offer on line through CPP portal.

c) Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lac only) payable to "Seaman's Welfare Association" by Bank Draft/Banker's Cheque / Pay Order to be physically handed over to the office of Seaman's Welfare Association under acknowledgement.
d) Tender document fee	There will be no fees for tender document.
e) Date of NIT available to parties to download	From 02.03.2020
f) Offline Pre-Bid Meeting date and time	At 1200 hours on 13.03.2020 at KoPT Head Office, 15, Strand Road, Kolkata-700 001 in the room of Director, Marine Department.
g) Last date of physical submission of EMD	Upto 1400 hours on 23.03.2020.
h) Location of the Marine Club	The Club is at No.2, Nimal Mahal Road, Kolkata-700 043 and can be inspected till scheduled pre-bid meeting on any day by informing the Reception Counter of the Club at least a day before the inspection.
i) Date of starting of submission of on line tender	17.03.2020.
j) Date of Closing of submission of Techno-Commercial Bid & Price Bid	Upto 1400 hours on 23.03.2020. There will be no extension to this submission date.
k) Date and time of opening Techno-Commercial Bid and Price Bid	Date and time of opening of- 23.03.2020 after 1400 hours.

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

For and on behalf of
Managing Committee of Seamen's Welfare Association
Tender Inviting Authority.

4.0 Person to be Contacted ;

- (i) Sri R. Srivastava, Director, Marine Department (I/C), Kolkata Port Trust at 15, Strand Road, Kolkata - 700 001, Mobile No. - 9836298621.
- (ii) Sri D. J. Mukherjee, Commander, Chief Hydrographer's Section, Marine Department Kolkata Port Trust at 15, Strand Road, Kolkata - 700 001, Mobile No. - 9432244737.

- (iii) Sri Abdul Odud Khan, Office Assistance, Seamen's Welfare Association, No.2, Nimak Mahal Road, Kolkata - 700 043, Mobile No.8768990722.

5.0 Tender Authority :

Managing Committee of Seamen's Welfare Association
No.2, Nimak Mahal Road, Kolkata - 700 043
Telephone No. 033-2439 – 7834
2439 – 7835

6.0 INSTRUCTION TO BIDDERS

- 6.1 Tender with supporting documents shall be submitted on line through CPP portal. The bidder is expected to thoroughly examine the tender document including all instructions, forms, terms, specifications, schedules. Mere downloading of tender document shall not mean that a particular bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.2 Tender document (non-transferable) will be available in the website : www.kolkataporttrust.gov.in. And <https://eprocure.gov.in/eprocure/app>
- 6.3 Seamen's Welfare Association reserves the right to reject any / all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorisation or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. The Bid Document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.
- 6.5 Price Bids, containing any sort of qualifying expressions will be rejected.
- 6.6 In the event Seamen's Welfare Association intends to or awards the work against the said bid to the successful bidder, and the bidder fails to accept the work, the **Earnest Money** will be liable for forfeiture.

7.0 MODE OF SUBMISSION OF BID

- 7.1 The tender is to be submitted in single part and should constitute techno commercial and the Price Bid. Bidders are required to submit the following information without which the bids are liable to be disqualified.

1	Name of the organization with address and contact number.	
2	Composition of the organization and name of Chief Functionary.	
3	Year and type of registration of proposing organization (whether society, trust, Sec.25 company or other)	
4	Company's Annual Reports, Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. 2016-17, 2017-18 & 2018-19)	
5	Average Annual financial turnover during last 3 years ending March 2019.	
6	Copy of valid licence /Certificate issued by Food safety and Standards Authority of India. Certification for owner ship of Hotel / Restaurant should be submitted to established the bonafide of the party as regard to their experience in hotel / hospitality industry.	
7	Bar chart for repair, modification and up-gradation of Marine Club not exceeding 18 months without affecting boarding and lodging of seafarers	
8	Details of services to be provided to Seafarers. Area to be provided for Seafarers and commercial purpose to be specifically indicated.	

9	Experience of the organisation in hospitality industry with yearly income for last 3 years ending 2019.	
10	Entertainment and other welfare activities proposed to be provided to Seafarers.	
11	Plan for commercial utilisation of the club, if any, without hampering boarding / lodging facilities of Seafarers.	
12	Any other plan for utilization of club premises including Swimming pool	
14	Scanned copy of the EMD payable to Seamen's Welfare Association	

The bidder will be required to submit a power point presentation on item 7 to 12 as above at suitable date to be notified later.

The bidder shall also submit the following documents :

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

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

8.0 OTHER INSTRUCTIONS :

Every request for a clarification/interpretation shall be in writing, addressed and forwarded to the Seamen's Welfare Association at the following address:-

THE SEAMAN'S WELFARE ASSOCIATION

Regd. Office at 2, Nimak Mahal Road

Kolkata-700 043.

8.1 Amendment of Tender Documents :

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

9.0 EARNEST MONEY DEPOSIT (EMD):

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

10.0 SECURITY DEPOSIT:

The successful bidder will be required to submit an amount of Rs. 1 Crore as security deposit in the form of Bank Guarantee as per enclosed format (**Annexure-IV**) in favour of “Seamen’s Welfare Association” from a Nationalised Indian Bank with office at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. The Security Deposit shall remain valid for 6(six) months beyond the lease period of 20 years and will be released thereafter without interest.

- 10.1 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (Fifteen) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall make all arrangements to take over the responsibility of providing the facility of boarding and lodging to the Seafarers and carry out the work as specified in the scope of work within 30 days of LOI.
- 10.2 Seamen’s Welfare Association shall have the right to ask for the extension of the above Security Deposit till such time the contractual obligation are fulfilled and the contractor will be duty bound to extend the same.

11.0 Termination

- 11.1 Seamen’s Welfare Association shall be at liberty to **terminate** the contract and encash the Security Deposit in the event contractor **fails to**:
 - a) Pay the lease charges as quoted in the NIT for two consecutive months ;
 - b) Execute the intended plan for repair and modification of Marine Club as per agreed time plan and operate the same as per scope of work;
 - c) Maintain the club in the habitable condition and provide services for boarding and lodging;
 - d) Pay all the outgoing charges of the club regularly and carry out his responsibilities as per scope of work and responsibility of Contractor.

12.0 Bid opening and pricing of the bid:

One representative of each bidder will be allowed to be present during opening of the bid provided such representative possesses authorization from the bidder. However, bonafide of the bidder will be established only on verification. The bid shall be quoted in Indian rupees only and the offer should

be valid for acceptance for a minimum period of 180 days from scheduled date of opening of the bid.

13.0 **Duties and Taxes**

Taxes and duties will be applicable as prevalent.

14.0 **Duration of Contract:** Twenty years from the date of taking position of the Marine Club.

15.0 **Interpretation of Terms**

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

“Managing Committee of the Club” - Will have the same meaning as provided under the Memorandum of Association of Seamen’s Welfare Association.

“THE ENGINEER’S REPRESENTATIVE”: The expression “The Representative” means any officer or person from time to time deputed by the Managing Committee of the Seamen’s Welfare Association to act on their behalf for the purpose of this contract.

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

“LETTER OF INTENT” means the formal acceptance by Seamen’s Welfare Association of the tender.

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

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

SPECIAL CONDITIONS OF CONTRACT AND

SCOPE OF WORK

16.0 PREAMBLE

Seaman's Welfare Association (Marine Club) established in the year 1925 is located at No.2, Nimak Mahal Road, Kolkata 700043 between Netaji Subhas Dock and Khidderpore Docks of Kolkata Port and its primary activity is to provide boarding/ lodging facilities and other amenities to Seafarers who are required to stay ashore for various purpose. The main city area is within a distance of 4 to 5 kms and well connected by road. Photograph of the club is enclosed.

The Club is a non-profit Organization incorporated on 16th December 1931 under Companies Act 1913. The business and affairs of the club is supervised by a Committee comprising members from Central and State Government, Trade, Maritime Union of India, Chamber of Commerce, etc. through a full time Secretary, appointed by the Committee. Chairman of the committee is **Chairman KoPT and Vice Chairman is Director, Marine Department of KoPT**. The Club has its own set of rules and regulations.

Situated on approx. 8 bighas of land, the club comprises three storied building, with eighty five rooms, having 15 AC Rooms, 64 Non AC rooms and 6 rooms as Dormitory. In addition, there are two bars, one at each floor, along with facility of dining, swimming pool, billiard, piano, dance hall etc. Food is prepared at the kitchen provided by the club and has pantry room and a big store area.

The club also maintains a big lawn which can be used for commercial purpose and quarters for employees etc. Open area for car parking is available. There is also

a separate residential accommodation for Secretary which is now vacant. Floor arrangement and plan of floors is enclosed.

Average boarding occupancy varies between 200 to 300. Apart from which, around 100 people utilize the bar and canteen facilities daily. The club has 31 permanent employees as of now to provide necessary services. However, catering services to the boarders is outsourced to a Contractor whose contract is already expired. Security of the club is outsourced. The Club is in complete running condition and has all infrastructure in place.

Income of the Club is through Room rent, bar sale, swimming pool, hiring of hall and garden for various purpose. Apart from above, income is also generated through canteen facilities.

Though the club is fully operational, there is no full time Secretary at present and the day to day work is being managed by the staff themselves under Managing Committee. However, repairs and renovation is to be undertaken on priority basis so as to improve the condition and provide additional amenities. For improving the standard of the club and providing better amenities to the boarders, management of the Club is interested in outsourcing all its functions on long term basis. Statement of average monthly income and liability as at Annexure "Avg". Soft copy of the building plan along with the image of Marine Club is attached at Annexure "Club Details".

SCOPE OF WORK:

- a) The Club building is to be repaired thoroughly including rooms and toilets, revamping and upgrading all facilities including bar, canteen, swimming pool lawn etc, in line with the proposal submitted with NIT and presentation made to the Committee for examining the tender. This should also include existing staff quarters. However, no permanent construction will be allowed on vacant land without specific permission;
- b) On issuance of letter of Intent, the Contractor shall be required to take over the Club on "As is where is Basis" within 30 days including the liabilities of its

employees and keep them in service till their retirement and pay all dues as required under the rules. The list of the employees working with the club and salary paid is provided at Annexure "E";

- c) A list of all infrastructures taken over by the Contractor is to be signed jointly by representative of Seaman Welfare Association and the Contractor and the same will be handed over back after the lease period.
- d) All the pending liabilities of the club as indicated in the Annexure "L" which includes statutory amount due for payment to authorities of PF, ESI, amount due to retired employees, Property tax, Water tax, Municipal tax, payment due to Contractor etc is to be paid within 3 months of signing the agreement/ taking over the club. The list of the employees working with the club and salary paid is provided at Annexure "E";
- e) Obtain final approval before commencing the repair, modification, upgradation etc., as per bar chart submitted not exceeding 18 months, cost of which will have to be borne by the Contractor;
- f) The Marine Club with all its assets will all along remain the property of Seaman's Welfare Association and after expiry of the lease period of 20 years will be handed over back to Seaman's Welfare Association. During such lease period, the Contractor will have to maintain the building and the infrastructure by regular repair/replacement at his own cost to the satisfaction of Seaman's Welfare. Painting the building is to be done every seven years .
- g) During the period of lease, the Contractor may utilize the club infrastructure and facilities partly for commercial purpose, however either 1st or 2nd floor has to be exclusively kept for use of seafarers and ground floor may be used jointly for commercial purpose and seafarers. At any time, at least 125 seafarers are to be accommodated for which AC and Non AC rooms should be available at the rates specified in Annexure 'Rent'. Such rates can be enhanced by the Contractor by 5% every year;
- h) Contractor has to ensure that good quality mattress, bed linen, pillow with cover, towel and blanket etc as per requirement is provided to all the rooms for seafarers. The linen should be changed at least every four to five days and whenever there is a new occupant.
- h) During the period of lease, Contractor will be solely responsible for all acts at the club and pay all outgoing charges like Electricity, Water tax, property tax,

Municipal tax, statutory dues like PF, ESI and other taxes as may be relevant. Contractor to obtain bar license and other statutory licenses required as per regulation, including fire safety license from appropriate authority. Insurance of the building with infrastructure to be done by Contractor.

- i) Income of Seaman's Welfare Association from lease of its other assets apart from Marine Club like Missionaries of Charity etc. or any other fund donated to Seaman's Welfare Association will continue to be deposited with Seaman's Welfare Association including any pending dues from them. Contractor will have no say in this regard;
- j) The Contractor must verify all details of the property, employees, ex employees, outstanding liabilities through his own resources. Any future litigation/ dispute that may arise will have to be resolved by the Contractor and Managing Committee will not be responsible for the same in any manner.
- k) The contractor will be required to sign an agreement that the Marine Club premises will be handed over to the Seaman's Welfare Association on completion of lease term of 20 years in good habitable condition without removing any infrastructure and fixtures or fittings installed by the contractor. in case of failure , Contractor will be liable to penalty of Rs. 2 lakh per day and forfeiture of Security deposit;
- l) Contractor should provide catering services throughout the year from 0600 hrs to 2300 hrs for which sufficient manpower is to be deployed at his own cost. Should undertake responsibility of all employees engaged by him including payment of salary, PF ESI etc and provide uniform so that they remain in proper and clean uniform
- m) Contractor has to arrange for cooking gas connection, burner, cylinder, oven, deep fridge, Refrigerator and all other appliances as may be required for providing catering services. Adequate chairs, dining table including table cover of good quality to be maintained.
- n) Contractor to maintain full hygienic condition in canteen, storage areas, preparation and serving of food items and keeping the floor, furniture, utensils, crockery, cutlery, neat and clean. The garbage generated should be disposed in designated bins on regular basis to ensure hygenic condition.
- o) The Contractor is to be provide breakfast, lunch, dinner to seafarers as per rates and menu annexed at Annexure "Meal" and quality of ingredients should be as

prescribed at Annexure "Ingredients". The said rates would be enhanced every year by 5%. The work includes procurement of all provisions from the market and keep adequate provisions in store preserving the quality for meeting the quantitative requirement of boarders and other customers.

p) Subletting / underletting /Transfer/assignment/parting with possession of the premises of Seaman's Welfare Association will not be allowed, under any circumstances.

q) Contractor shall utilize the premises only for the purpose for which it has been allotted to you, otherwise the licence shall be liable for termination. Being under licensing arrangement, only use and occupation shall be allowed but no exclusive possession will be given.

r) CCTV to be put at appropriate locations and records to be maintained. The club should have Security guards to carry out surveillance round the clock and should be in uniform.

DUTIES OF CONTRACTOR:

a) Contractor shall be liable to see that no other person or party may encroach upon any portion of the licensed premises and shall have to execute or cause to execute any work necessary or desirable in order to keep the premises in good and sanitary condition to the satisfaction of all authorities concerned. Should not keep any contraband goods;

b) Contractor has to take anti pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organization at his own cost and arrangement and will be solely responsible for any pollution and environmental degradation, if any, arising out of your activities in and around the said premises.

c) A complaint book is to be kept for easy access for the customers and boarders which is to be checked and signed by Contractors representative and work carried out to close the complaint;

d) Should ensure adequate safety measures against fire/ electric short circuit.

e) Contractor shall maintain record of the seafarers/persons staying in the club and their duration. Any commercial activity allowed is also to be recorded with full details.

- f) Swimming pool should be maintained and trained swimmer available when in use.
- g) Contractor shall allow at all times free access to the representative of Management of Seaman's Welfare Association within the premises of the Club without any obstacle/hindrance for the purpose of inspection or otherwise.
- h) Non payment of monthly license fees as finalised in the tender should be paid by Contractor to Seaman's Welfare Association by 10th of every month, non payment will attract interest @ 14.25 % per annum.

17.0 Signing of the contract.

On issuance of work order the contractor shall sign a formal agreement with Seaman's Welfare Association on a non-judicial Stamp paper of Rs. 50/- as per enclosed format at **Annexure-Agreement**.

18.0 Insurance: The Contractor shall insure the building of Seamans Welfare Association at own cost with any reputed Insurance Company approved by IRDA for entire period of contract in the following manner where Seaman's Welfare Association shall remain the beneficiary for Partial or total loss of building.

All persons deployed by the contractor at Marine Club shall be insured by the contractor at his cost. Seaman's Welfare Association shall not be responsible in any manner for any accident either to the visitors or to the personnel engaged by the contractor during the work or otherwise.

19.0 FORCE MAJEURE

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

20.0 Law of the Land

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

21.0 Compliance of relevant Acts, Ordinances etc.

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

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor shall indemnify Seaman's Welfare Association against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors.

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

22.0 Dispute Redressal

In the event of any dispute, the reference is to be made by the party who will be aggrieved for Amicable Settlement, within a period of seven days from the date of dispute. Thereafter, within next fifteen days both the parties would take effort for Amicable Settlement. In the event Amicable Settlement fails, the aggrieved party will refer the matter to the Chairman, Kolkata Port Trust for settlement whose decision will be final.

23.0 PENALTY:

Penalty @ 2% of lease charge per day would be payable by the Contractor for not commencing the repair work within 3 months of work order.

BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

GENERAL

The bidder is deemed to have examined the bid and to have thoroughly acquainted himself with the Scope of Work and duties of Contractor. The offer quoted shall be in both figures and words and that in words shall prevail.

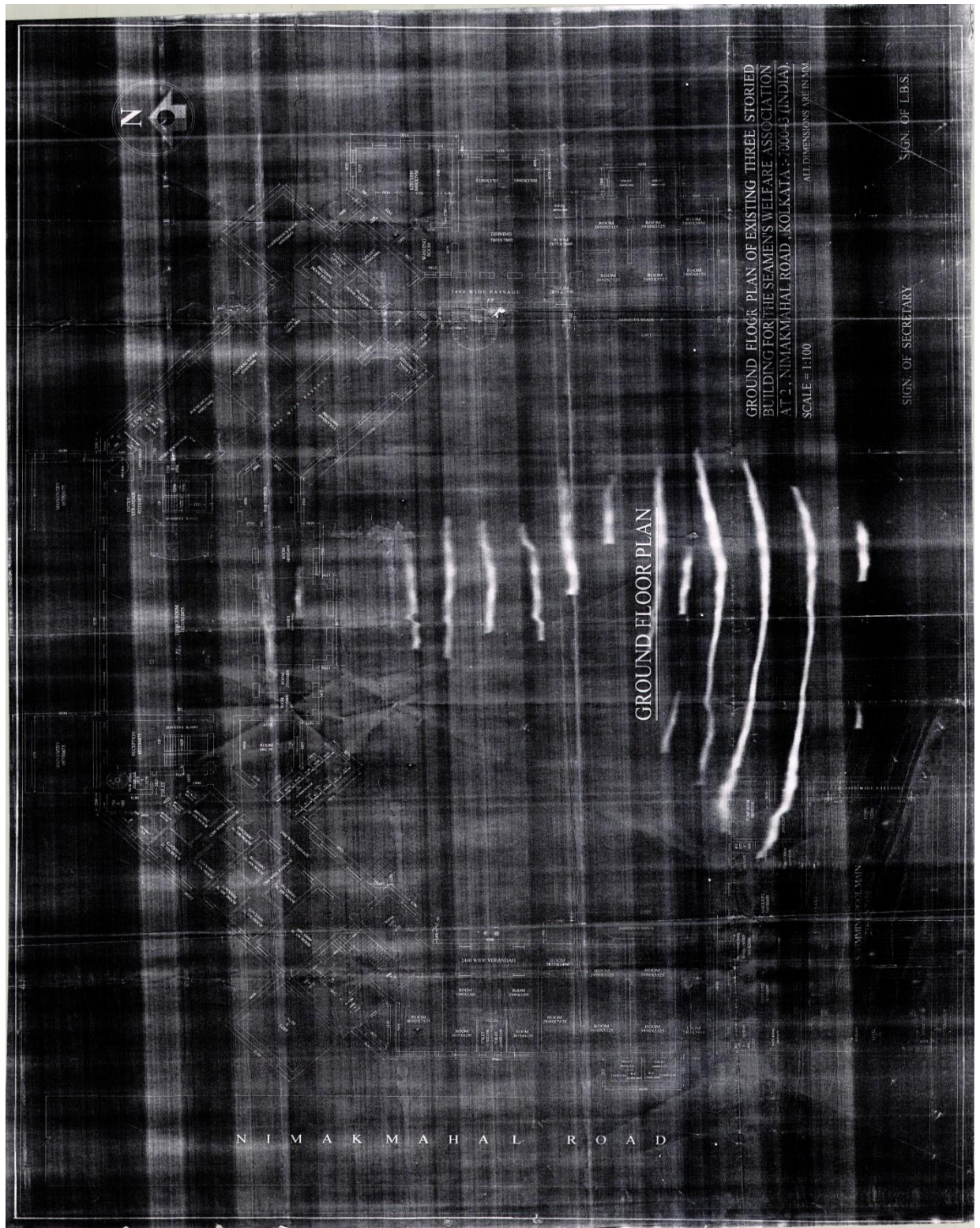
24 .0 FORMAT OF PRICE BID

Lease charge of utilising the building and alongwith available infrastructure payable to Seaman's Welfare Association per month = Rs.....
(Rupees in words)

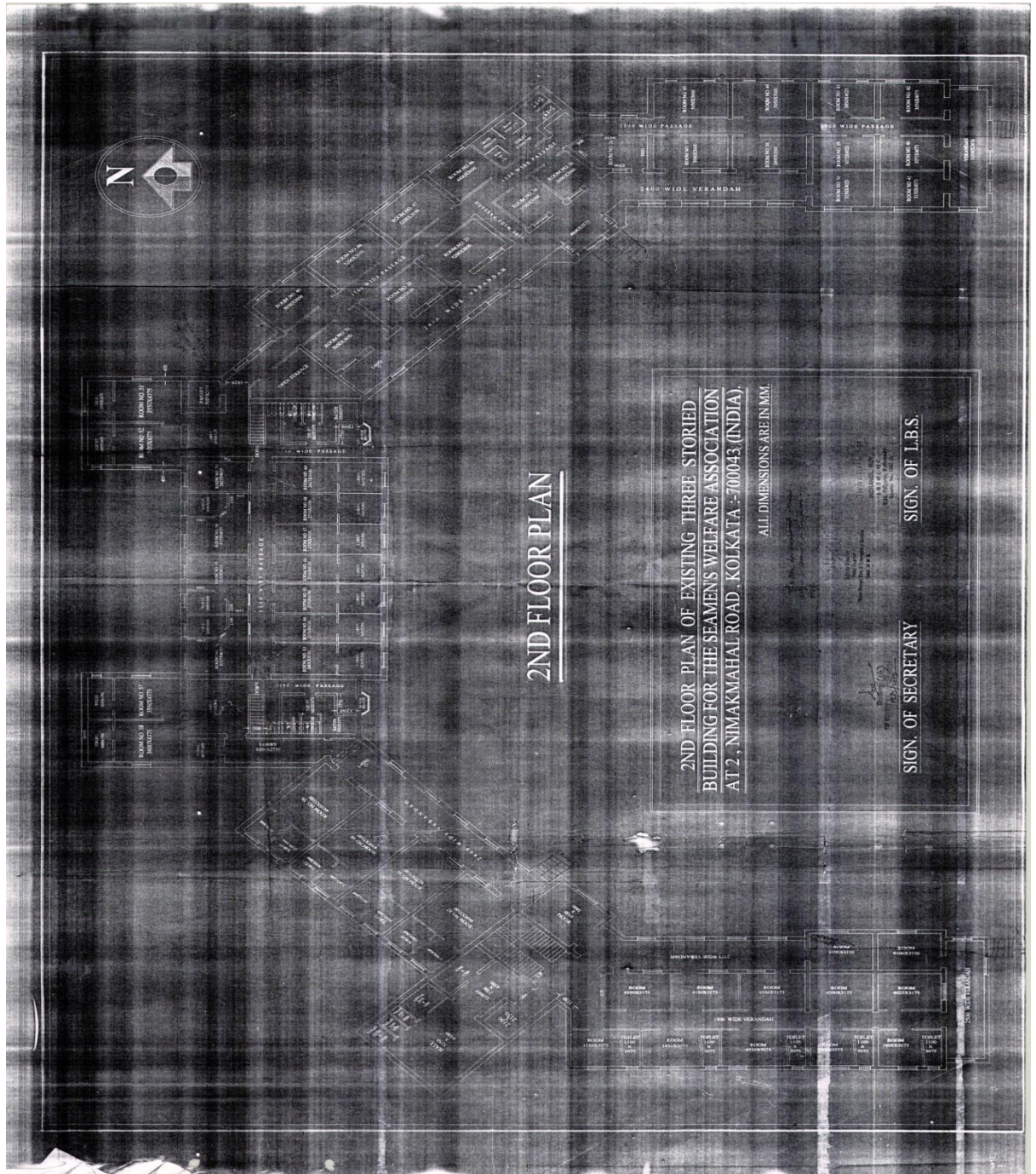
25.0 List of enclosures

Annexure - Ground Floor Plan of Marine Club.
 Annexure - 2nd Floor Plan of Marine Club.
 Annexure - 1st Floor Plan of Marine Club.
 Annexure - Image of Marine Club-1.
 Annexure - Image of Marine Club-2.
 Annexure - Average - Income & Expenditure.
 Annexure - Liability.
 Annexure - Room - Tariff.
 Annexure - Menu.
 Annexure - Ingredient.
 Annexure for Format of Indemnity Bond.
 Annexure for Performance Bond/Bank Guarantee/Security Deposit.
 Annexure for Format of Agreement and terms of lease.

ANN. : GROUND FLOOR PLAN OF MARINE CLUB



ANN. : 2ND FLOOR PLAN OF MARINE CLUB



ANN. : 1ST FLOOR PLAN OF MARINE CLUB





ANN. : IMAGE OF MARINE CLUB - I

ANN. : IMAGE OF MARINE CLUB - 2



ANNEXURE - INCOME & EXPENDITURE

ANNEXURE - AVERAGE - INCOME & EXPENDITURE

THE SEAMEN'S WELFARE ASSOCIATION
2, NIMAK MAHAL ROAD, KOLKATA - 700043

Statement of Monthly Average Income & Expenditure (Approx)

EXPENDITURE	Amount (in Rs.)		INCOME	Amount (in Rs.)
Salary of 31 Person employees (including 7 employees join on 01.04.2015 on probation basis) (Approx) (Excluding Over Time)	3,60,000.00		Monthly income from Reception Counter (Boarding, Lodging, Swimming Pool etc.)	5,60,000
Casual worker wages (Including Ex- employee) (Approx) (8 Person)	58,000.00		Monthly income from Bar Counter after deduction of Wine and Beer purchase	1,40,000
Contractual Employee (Royal Security)(Approx) (2 Persons)	18,600.00			
Provident Fund Contribution (Employers) (Approx)	40,000.00			
Employees State Insurance Corporation (Employers) (Approx)	18,000.00			
Average Monthly Electricity Charges (approx)	1,27,000.00			
Water Tax (Approx)	32,000.00			
Monthly A.C. Hire Charges (10 Nos. A.C)	5,000.00			
Monthly Cable Recharge Charges for T.V.	5,500.00			
Monthly Telephone Charges (approx)	2,000.00			
Monthly bed & Linen washing Charges (Approx)	7,000.00			
Monthly Total Expenditure (Approx)	6,73,100.00		Monthly Total Income (Approx)	7,00,000.00

ANNEXURE - LIABILITY

THE SEAMEN'S WELFARE ASSOCIATION
2, NIMAK MAHAL ROAD, KOLKATA - 700043

Summary of the liabilities of the Association upto 31.11.2019

Amount Payable (Liability)	Amount
Provident Fund Contribution (Excluding P.F. Admn. Charges, EDLI, EDLI Inspection Charges, Penalty & Interest) up to 30.11.2019	32,80,061.00
Employees State Insurance Corporation (without Interest & Penalty)	12,47,428.00
Staff Profession Tax	1,42,500.00
Aquib Enterprise (Fire) (13,75,000 - 7,50,000) = 6,25,0000	6,25,000.00
Water Tax upto 30.09.2019	10,59,160.00
Gratuity (Retired Employees 10 Persons)	10,39,491.00
Sales tax (2016-17 & 2017-18) (Sales tax account incompleted)	4,20,475.73
Property Tax	2,21,743.00
Total amount payable	80,35,858.73

Note : Various tax (Income tax, Sales Tax etc. & renewal fees are pending from last few years).

ANNEXURE - ROOM TARIFF
SEAMAN'S WELFARE ASSOCIATION
ROOM TARIFF

ROOM CLASS	TARIFF (in Rs.)
AC Single (attach Bath)	880.00
AC Double (attach Bath)	990.00
B1 Class (Special) - Double (attach Bath)	495.00
B1 Class - Double (attach Bath)	440.00
BII Class - Single (common Bath)	330.00
BII Class - Double (common Bath)	330.00
C Class - Single (common Bath)	275.00
C Class - Double (common Bath)	286.00
Dormitory (common Bath)	132.00
Dormitory AC (attach Bath)	990.00
Dormitory (attach Bath)	495.00

Note :

- i) All the above mentioned rates are per room basis. No booking of room will be made without the payment of 3 days advance tariff.
- ii) Booking of room will be made for 21 days maximum. Re-allotment of the same room may be available on clearance of dues before 21 days.
- iii) 20% Room service charges will be added with the tariff for Company Account.
- iv) Check out time fixed at 10 A.M.

ANNEXURE - MENU

C/O. SEAMENS WELFARE ASSOCIATION AT MARINE CLUB
2, NIMAK MAHAL ROAD, KOLKATA-700 043

MENU CARD

<u>BREAKFAST</u>				<u>SNACKS</u>		
TOAST (2 PCS)	Rs.	16.00		FISH FINGER (6 PCS)	Rs.	160.00
OMLET	Rs.	30.00		CHICKEN PAKORA (B/L) (8 PCS)	Rs.	150.00
TEA	Rs.	10.00		VEG. PAKORA	Rs.	80.00
VEG SANDWICH	Rs.	40.00				
<u>LUNCH & DINNER</u>						
RAITA	Rs.	40.00				
VEG. THALI	Rs.	75.00				
EGG THALI	Rs.	85.00				
FISH THALI	Rs.	90.00				
CHICKEN THALI	Rs.	95.00				
DAL FRY	Rs.	40.00				
PANEER BUTTER MASALA (8 PCS)	Rs.	100.00				
ROTI	Rs.	5.00				
DAL FRY	Rs.	40.00				

ANNEXURE - INGREDIENT

**Ingredients to be used for providing food and snacks
should be as follows or of equivalent quality**

- 1) Jam-Kissan, Druke,
- 2) Cofee-Bru, Nescafe,
- 3) Tea-Brook Bond, Duncan, Tata Gold, Tajmahal
- 4) Sauce-Kissan, Maggi
- 5) Butter-Amul, Nestle
- 6) Mustard Oil-Engine, ITC
- 7) Rice-India Gate, Kohinoor
- 8) Pickles-Mothers, Priya
- 9) Ghee-Anik, Mother Dairy, Lakshmi,
- 10) Refine Oil, ITC, Sunflower, Fortune
- 11) Mulk-Double Tone Amul, Mother Dairy
- 12) Biscuit-Britannia, Biskfirm, ITC
- 13) Spices-Everest, MDH
- 14) Flour-Ashirbad, ITC
- 15) Pulses of various types - ITC, Spencer Packed condition
- 16) Curd and Paneer, Mother Dairy, Amul
- 17) Quality of Fish, Mutton and Chicken should be as acceptable in restaurant.

ANNEXURE FOR INDEMNITY BOND

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

BY THIS BOND I, Shri/Smt., son of Shri/Smt.....
residing at by occupation the Partner/ Proprietor/
Director..... having office at, am a tenderer
for Seaman's Welfare Association .

WHEREAS, the said Seaman's Welfare Association had asked every tenderer,
who is not covered under E.S.I. Act or exempted to furnish an Indemnity bond in
favour of Seaman's Welfare Association against all damages and accidents to the
labourer of the contractor.

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

AND the contractor hereunder agree to indemnify and at all times keep
indemnified the Seaman's Welfare Association and its administrator and
representative and also all such possible claim or demand for damages and accidents.

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

Sureties:

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature :

Address :

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

(In lieu of Cash Security Deposit, to be issued by the Kolkata Branch, of any Nationalised Bank of India on Non-Judicial Stamp Paper worth Rs.50/-) or as decided by the Managing Committee of Seaman's Welfare Association)

To

The Managing Committee of Seaman's Welfare Association

BANK GUARANTEE NO.....DATE

Name of issuing Bank

Name of Branch.....

Address.....

In consideration of the Seaman's Welfare Association, 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 under the terms and conditions of a contract made between the Seaman's Welfare Association and the Contractor for(write the name of the work as per Work Order) in terms of the Work Order No.....dt.....(hereinafter referred to as "the said contract") , for the due fulfilment by the Contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....(Rupees.....), we Bank..... Branch, do on the advise of the Contractor, hereby undertake to indemnify and keep indemnified the Seaman's Welfare Association to the extent of the said sum of Rs.....(Rupees.....), weBank..... Branch, further agree that if a written demand is made by the Seaman's Welfare Association through any of its official for honouring the Bank Guarantee constituted by these presents, we, Bank.....Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Seaman's Welfare Association within a week from the date of such demand by an A/c, Payee Banker's Cheque drawn in favour of "Seaman's Welfare Association" without any demur. Even if there be any dispute between the Contractor and the Seaman's Welfare Association, 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 Seaman's Welfare Association to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We,.....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the enforceable till all the dues of the Seaman's Welfare Association 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 Seaman's Welfare Association satisfy that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Seaman's Welfare Association have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of.....days of..... and subject also to the provision that the Seaman's Welfare Association shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us.....Bank..... Branch, in further extending the said validity period of these Bank Guarantee on non-judicial Stamp Paper of appropriate value as required/determined by the Seaman's Welfare Association, only on a written request by the Seaman's Welfare Association to the Contractor for such extension of validity of this Bank Guarantee.

4. We,Bank.....Branch, further agree that , without our consent and without affecting in any manner our obligation hereunder, the Seaman's Welfare Association shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contractor to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Seaman's Welfare Association against the contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we,..... Bank.....Branch, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any

forbearance, act or commission on the part of the Seaman's Welfare Association or any indulgence by the Seaman's Welfare Association to the Contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect or so relieving us Bank.....Branch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(only constituted attorney for and on behalf of)

BANK.....

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

ANNEXURE FORMAT OF AGREEMENT

(on Rs.50/- STAMP PAPER)

This agreement made on the day of2018 between the Managing Committee of Seaman's Welfare Association, having its Office at No.2, Nimak Mahal Road, Kolkata-700 043, one part and M/s.having its registered office athereafter called the "Contractor" (which expression shall unless excluded by or repugnant to the context, be deemed to include its assignees or successors in office) on the other part.

WHEREAS THE Seaman's Welfare Association are desirous of leasing out its asset at Marine Club, No.2, Nimak Mahal Road, Kolkata-700 043 for **Long term Lease of "Marine Club" and outsourcing the functions of Seaman's Welfare Association** and Contractor has accepted to undertake the works specified in the Scope of Work required for the intended purpose at his cost in satisfactory manner.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-
 - i) The Tender/offer and the acceptance including the Special Conditions of Contract accepted by both parties prior to opening of price bid submitted by the contractor.
 - ii) The price bid as submitted by the contractor and as accepted by the Seaman's Welfare Association.
 - iii) The Work Orderdated.....
3. In consideration of the payment to be made to the Seaman's Welfare Association by the contractor as hereinafter mentioned, the contractor hereby covenants with the Seaman's Welfare Association to execute the work as per Scope of Work of Tender No. MARINE CLUB / 2020, as per duration of contract and payment of lease charges of Marine Club to Seaman's Welfare Association, in conformity in all respects with the provisions of the contract.

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

For and on behalf of Seaman's Welfare Association.

The common seal of the Seaman's Welfare Association
hereunto affixed in the presence of Authorised Signature
of Authorised Signature of the Contractor

Common Seal of the Contractor.

Witness

1.
2.

Annexure for lease agreement between Seamen's Welfare Association and contractor for long term Lease of "Marine Club" and outsourcing the functions of Seaman's Welfare Association after thorough repairs and upgradation

1. In terms of tender no. MARINE CLUB / 2020 the contractor will be required to pay monthly lease charges as agreed in the tender to Seaman's Welfare Association and pay all outgoing charges like Electricity, Water tax, property tax, Municipal tax, salary to the staff of club and all statutory dues like PF, ESI and other taxes as may be relevant.
2. Contractor to execute and register a lease at his cost.
3. Subletting / under letting /Transfer/assignment/parting with possession of the premises of Seaman's Welfare Association will not be allowed, under any circumstances.
4. Contractor shall utilize the premises only for the purpose for which it has been allotted to you, otherwise the licence shall be liable for termination. Being under licensing arrangement, only use and occupation shall be allowed but no exclusive possession will be given.
5. Contractor shall not utilise the premises for any unlawful, antinational or criminal activities which is consider a serious breach of contract for which Seamen's Welfare Association will terminate the lease forthwith and security deposit will be terminated.
6. Contractor shall allow entry of any official of Seamen's Welfare Association as and when required

For and on behalf of Seaman's Welfare Association.

The common seal of the Seaman's Welfare Association
hereunto affixed in the presence of Authorised Signature
of Authorised Signature of the Contractor

Common Seal of the Contractor.