

**KOLKATA PORT TRUST**  
**HALDIA DOCK COMPLEX**

**T E N D E R D O C U M E N T**

**F O R**  
**SUPPLY & OPERATION OF MOTOR CABS, MAXI CABS,**  
**PICK-UP TRUCK & MINIBUS**

**U N D E R**  
**HALDIA DOCK COMPLEX**

**TENDER No. : ADMN/T/C/2017-20**

**E-tender No. : KoPT/Haldia Dock Complex/Admn. Div/13/17-18/ET/324**

## LIST OF ANNEXURE

<b>Important instructions for E-Tender.</b>	:	Annexure - I
<b>General information &amp; instructions to the Tenderers.</b>	:	Annexure - II
<b>Commercial Terms &amp; Conditions.</b>	:	Annexure - III
<b>Techno-Commercial part.</b>	:	Annexure - IV
<b>Covering Letter.</b>	:	Annexure - V
<b>Format for submitting details of the vehicles</b>	:	Annexure - VI
<b>Declaration by the tenderer for downloading the tender document</b>	:	Annexure - VII
<b>Details of eligibly experience.</b>	:	Annexure - VIII
<b>Details of financial capability of the tenderer</b>	:	Annexure - IX
<b>Certificate of completed work</b>		Annexure - X
<b>Affidavit - I before the 1<sup>st</sup> class Judicial Magistrate</b>		Annexure - XI
<b>Affidavit - II before the 1<sup>st</sup> class Judicial Magistrate</b>		Annexure - XII
<b>Integrity pact</b>		Annexure - XIII
<b>Schedule of rates</b>		Annexure - XIV
<b>Specimen Earnest Money Deposit</b>		Annexure - XV
<b>Specimen Bank Guarantee performance for Security Deposit</b>		Annexure - XVI
<b>Axis Bank payment gateway procedure of use</b>		Annexure - XVII

**KOLKATA PORT TRUST**  
**HALDIA DOCK COMPLEX**

**Office of the Administration Division, Jawahar Tower Annexe,  
P.O.: - Haldia Township, Dist.:Purba Midnapore,  
PIN : 721607, West Bengal.  
Ph. No. 03224 -263178, 265161, FAX :03224-263152  
E-mail id: [jroy.hdc@nic.in](mailto:jroy.hdc@nic.in), [sspandit.hdc@nic.in](mailto:sspandit.hdc@nic.in),**

**NIT**

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from experienced, bonafide and reliable transport contractors for Supply & Operation of motor cab/ maxi cab/ Pick up truck/ Mini bus etc under Haldia Dock Complex. Tender Document and Corrigendum/ addendum/clarifications, if any, has been hosted in the web sites of Kolkata Port Trust, Haldia Dock Complex [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)). However, Bid Document Corrigendum/ addendum/ clarifications, if any may be downloaded from MSTC website only. Tenderer should visit the websites frequently.

**SCHEDULE OF TENDER (SOT):**

a.	TENDER NO.	<b>ADMN/T/C/2017-20</b>
b.	MODE OF TENDER	e-tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	<b>KoPT/Haldia Dock Complex/Admn. Div/13/17-18/ET/324</b>
d.	Date of NIT available to parties to download	<b>26.09. 2017</b>
e.	Offline Pre-Bid Meeting date & Time	<b>10.10.2017 at 1100 hrs.</b>
f.	Estimated cost	<b>Rs. 15.11 Crores.</b>
g.	i) Earnest Money Deposit	<p>The intending bidders should submit Earnest Money of <b>Rs 30.22 lakhs-</b> (Rupees thirty lakhs twenty two thousand) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders shall be required to deposit INR 30, 22,000/- (Rupees thirty Lacs twenty two thousand only) as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust, Haldia Dock Complex'.</p> <p>An amount of INR 10.00 Lac (Rupees ten Lac) shall be paid by using the Axis Bank Payment gateway and the balance amount may be submitted in the form of a Bank Guarantee issued by any Kolkata/Haldia branch of Indian nationalized / scheduled bank, having branch 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.</p> <p>Alternatively the entire amount of Rs INR 30, 22,000/- (Rupees thirty Lacs twenty two thousand only) may also be paid using Axis bank payment gateway. No other method of payment of EM shall be accepted.</p> <p>Specimen Bank Guarantee format is enclosed at Annexure-XV. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of the bid with a further claim period of one month. The Bank Guarantee in original must physically reach the office of the Sr Dy Manager (Admn), Haldia Dock Complex before the opening of the techno commercial bid at Jawahar Tower, Administration Office Haldia Township, Purba Medinipur, West Negal, PI-721607.</p>

		<p><b>Tenderers should deposit Earnest Money before filling and submission of bids.</b></p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust ) itself under the icon: "<b><u>HDC EMD/Tender Fee Payment</u></b>". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway from Axis bank easy pay site (https://<b>easypay.axisbank.co.in</b>→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicated in <b><u>Appendix-XX</u></b> with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p><b>Details of Earnest money remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</b></p> <p>a) Name of remitting Tenderers :  b) E- Tender No. : <b>KoPT/Haldia Dock Complex/Admn. Div/13/17-18/ET/324</b>  c) Amount remitted :  d) Remittance Bank Details:  e) URN No. :  f) Date:</p> <p><b>Note : The bidders who are not registered with MSTC Ltd and registering for the first time with MSTC Ltd should get registration 72 hours before depositing Earnest Money and Bid Document Fee.</b></p>
	ii) Tender/Bid Document Cost	<p>The intending bidders should submit the tender document cost of Rs. <b>5000/-</b> (Rupees five thousand only) (non-refundable) as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected.</p> <p>The payment of Bid Document Fee shall have to be made using the Axis Bank Payment Gateway only.</p> <p><b>Tenderers should deposit bid document fee before filling and submission of bids.</b></p> <p><b>Details of Tender Cost remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</b></p> <p>a) Name of remitting Tenderers :</p>

		<p>b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/13/17-18/ET/324</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) URN No. :</p> <p>f) Date:</p>
	iii) Transaction Fee	<b>Rs. 17700.00/-</b> (Including GST & other cesses @18% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I )
h.	Last date of submission of EMD & Bid Document fee at HDC.	<b>Before submission of the tender (The bidder has to ensure submission of UTR in respect of EMD &amp; Bid Document Fee during submission of the bid on line).</b>
i.	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<b>Three working days before the last date of closing of online bidding for the e-tender.</b>
j.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprocho me/kopt">www.mstcecommerce.com/eprocho me/kopt</a>	<b>17.10. 2017 at 11:00 hrs.</b>
k.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>24.10. 2017 at 15:00 hrs.</b>
l.	Date & time of opening of Part-I (i.e. Techno Commercial Bid) Date of opening of Part II i.e. Price Bid shall be informed separately	<b>24.10. 2017 at 15:30 hrs.</b>

**ANNEXURE- I****Important instructions for e-tender**

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

1	<p>Process of E-Tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.Com/eprochome/...">www.mstcecommerce. Com/eprochome/....</a></p> <p>1). Vendors are required to register themselves online with <a href="http://mstcecommerce.Com">mstcecommerce. Com</a> --- e- Procurement- PSU/Govt depts-select KoPT Logo&gt;Register as Vendor---Filling up details and creating own user id and password—submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact...../MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person(Haldia Dock Complex)</p> <p>Dealing officer's name:- Shri J.Roy, Designation:- Sr. Dy. Manager(Admn) Phone No.:-03224-263178 E-mail:- <a href="mailto:jroy.hdc@nic.in">jroy.hdc@nic.in</a></p> <p>Contact person (MSTC Ltd):</p> <ol style="list-style-type: none"> <li>1. Shri S. Mukherjee, DM (e-Commerce) - <a href="mailto:sumkherjee@mstcindia.co.in">sumkherjee@mstcindia.co.in</a></li> <li>2. Ms S. Maity, AM (e-Commerce)- <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></li> </ol> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System, Requirement:</p> <ol style="list-style-type: none"> <li>i) Windows 7 or above Operating system</li> <li>ii) IE-7 or above internet browser.</li> <li>iii) Signing type digital signature</li> <li>iv) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.</li> </ol> <p>To disable "Protected Mode" for DSC to appear in The signer box following</p>
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	<p>settings may be applied.</p> <ul style="list-style-type: none"> <li>• Tools=&gt; Internet Options=&gt;Security=&gt; Disable protected Mode if enabled-i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>• Other settings:</li> </ul> <p>Tools=&gt; Internet Options=&gt;General=&gt;Click On Settings under "browsing history/Delete Browsing History"=&gt; Temporary Internet Files=&gt;Activate "Every time I visit the webpage".</p> <p>To enable all active X controls and disable 'use pop up blocker' under Tools -&gt; Internet Options-&gt; custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> ..... Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selcting Online Payment, the vendor shall have the provision of making payment using its Credit/Debit Card net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized ant the vendor shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>NOTE</u></b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders/corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity to their DSC(Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If any) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful</p>

	<p>vendors(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> -&gt;e-procurement-&gt;PSU/Govt depts.-&gt;Login under.....-&gt;My menu-&gt;Auction floor Manager-&gt;live event-&gt;Selection of the live event.</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned there in.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochom">www.mstcecommerce.com/eprochom</a> to familiarize them with the system before



	bidding.
12	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
15	Necessary addendum/corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
16	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs and DIC's(DISTRICT INDUSTRIES CENTRE) Certificate.
17	Micro & Small Enterprises (MSEs) shall submit the following for availing themselves of waiver of EMD and cost of tender documents (a) Valid NSIC registration certificate with list of stores/items/services/works for which registration is issued.(b)Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e.Micro or Small is mentioned.
18	It is not obligatory on the part of the Trustees to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or reject a Tender without assigning any reason thereof.
19	Due date of submission of tender will not be extended under any situation.

**ANNEXURE-II****GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS**

1. Haldia Dock Complex, Kolkata Port Trust invites tender from experienced, bonafied and reliable transport contractors / suppliers for supply & operation of motor cab/ maxi cab under Haldia Dock Complex.
2. The tenderer shall quote composite monthly rate separately for all the vehicles as per Schedule of Rates given at Annexure-XIV of this Tender Document on the basis of ceiling level of monthly run (in km) and daily hours of duty specifically given in Annexure-III for each of the vehicles. The composite monthly rate shall remain same for each of the calendar months during the contractual periods irrespective of the number of days contained in a particular calendar month.
3. Rates shall include all taxes & other charges relating to supply and operation of motor cab/maxi cab/pickup truck/mini bus as applicable excepting GST and Toll Tax. Rates shall also include incidental and contingent work, not specifically mentioned in the tender document but are necessary for efficient and satisfactory implementation of the scope of work and other obligations of the contract. Rates quoted should be both in figures. In case, there is any difference between rates quoted in figures and in words, only the lower of the two versions shall be construed as correct and valid.
4. The tenderer shall have to compulsorily quote for all the 42 vehicles whose various details are mentioned in Schedule of Rates (**Annexure-XIV**) covering Section-A, B, C, D, E & F. In the event any tenderer fails to quote for any of the 42 vehicles, his bid will be summarily rejected.
5. Price Part of only those eligible bidders whose Techno-Commercial Bids are complete and in order shall be opened on time and date to be intimated later separately.
6. The 'Techno-Commercial Bid' shall contain only the Techno-Commercial details and documents as mentioned in this tender document without price part. Any disclose of price in techno-commercial bid will make the bid unresponsive and the bid will be rejected.
7. The 'Price Bid' shall contain 'Schedule of Rates' duly filled in by the tenderer. It is to be noted that the 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
8. The tenderer shall be deemed to have carefully examined and fully understood the Instruction to Tenderers, Commercial Terms & Conditions, Techno-commercial Part, the General Conditions of Contract of KoPT, Scope of Work, Compensation, Period of Contract etc.
9. The tender including Price Bid shall remain valid for acceptance for a period of 6 months from the date of opening of the Techno Commercial bid.

10. **Eligibility Criteria:** The eligibility of the tenderers shall be assessed on the basis of his past work experience and financial capability as follows:-

- a) **The tenderer must possess experience of executing work relating to supply and operation of vehicles in transportation of employees in different Government Departments/Organizations, State / Central Public Sector Undertakings, reputed Private organizations during a period of last 7 years ending on 30.09.2017 as follows :-**

At least 1 "Completed Work" costing not less than Rs 12.08 crores	Rs 12.08 crores
At least 2 "Completed Works" each costing not less than Rs 7.55 crores	Rs 7.55 crores
At least 3 "Completed Works" each costing not less than 6.04 cores	Rs 6.04 crores

The "completed work" means the executed/completed portion of the work order. In the event of on-going contract, the value of the work actually executed shall be taken into consideration subject to furnishing a certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily).

- b) **The tenderer during a period of last 3 years (ending on 31.03.2017) should have Average Annual Financial Turnover of minimum of Rs 4.53 crores.**

11. Documents to be enclosed along with Techno-Commercial Bid.

- a) Declarations by the tenderers as per **Annexure-VII**.
- b) Copies of Work Order(s) in respect of the works against which work experience is being claimed.
- c) The details of eligible experience as **per Annexure-VIII** and Certificate for completed works as per **Annexure-X** issued by the beneficiary of the contract.
- d) Details of Average Annual Financial Turnover as per **Annexure-IX**.
- e) Copies of Annual Accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2017.
- f) Copy of upto date Professional Tax Payment Challan for the tenderer.
- g) Copy of valid certificate of Registration from the Registering Authority, Govt. of West Bengal to work as Motor Transport undertaking under Motor Transport Workers Act and Rules, 1961.
- h) Copy of valid Trade Licence.
- i) Copy of GST Registration Certificate.

- j) Copy of certificate from R.P.F.C. and E.S.I.C. indicating respective Code No(s), if applicable. In case the tenderers are not covered under RPFC and ESIC, they must give an Affidavit affirmed before the 1<sup>st</sup> Class Magistrate as per format given at Annex-VI and VII as the case may be.
  - k) Certified copy of Memorandum of Association, in case the tenderer is a company.
  - l) Partnership deed (duly attested) in case the tenderer is a partnership firm.
  - m) A declaration that none of the vehicles to be supplied shall be owned by near ones / relatives of any official of KoPT. This declaration shall be given as per format at Annexure-VII (Part-II).
  - n) Copy of the Tender Document duly signed in all the pages without suggesting any deviation in any of the clauses mentioned therein.
  - o) Declaration as per Annexure-II that the tenderer has not been banned or de-listed as per clause-16 of the tender document.
  - p) Is accompanied by a covering letter as per **Annexure-V**.
  - q) Is accompanied by Integrity Pact as per **Annexure-XIII**.
  - r) Is accompanied by **Annexure- III** containing details of vehicles that he intends to supply.
12. The cost of tender document is Rs. 5000/- (Rupees five thousand only) which is nonrefundable & non-adjustable. Tenderer should deposit tender document fee before filling and submission of bids.
13. Trustees reserve the right to accept or reject any tender either in part or in full without assigning any reason. Any incomplete tender is liable to be rejected. Trustees also reserve the right to place the order either in full or in part.
14. Before submitting the e-tender, the tenderer is advised to fully acquaint itself with the nature of the job including but not limited to the locations and the environment where he is required to operate each of the vehicles. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with all aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.
15. **Pre Bid Meeting:**
- a. A pre bid meeting will be held on **10.10.2017** at 1100 hrs. at the office of Sr. Dy. Manager (Admin.); Jawahar Tower; Haldia Township- 721607.
  - b. The intending tenderers are advised to formulate their queries relating to the scope of work, terms and conditions of tender etc. as well as other clarifications/ details required by them from KoPT and forward the same by 09.10.2017 at 1100 hrs. to the office of Sr. Dy. Manager(Administration), Haldia Dock Complex, Jawahar Tower Annexe Building, P.O. Haldia Township, Dist. Purba Medinipur, West Bengal- 721607 (Fax No. 03224 - 263152, E-mail id: [jroy.hdc@nic.in](mailto:jroy.hdc@nic.in), [sspandit.hdc@nic.in](mailto:sspandit.hdc@nic.in), so that the same may be discussed /clarified in the pre bid meeting.

**16. Banned or De-Listed Contractors:**

Tenderer must give a declaration to the effect that they have not been banned or de-listed by any Government Departments / organizations/ State / Central PSUs. If a tenderer has been banned/de-listed by such authority, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid.

17. Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.

18. Due date of submission of tender may be extended at the sole discretion of KoPT.

**19. TENDER EVALUATION CRITERIA****19.1 Test of Responsiveness**

Prior to evaluation of Techno Commercial Part of the tender, KoPT will determine whether the tender is responsive to the requirements of the Tender Document. A tender shall be considered responsive if the tender -

- (i) is received by the due date and time including extension thereof, if any,
- (ii) is signed, sealed and marked as stipulated in this Tender Document,
- (iii) is accompanied by all documents, certificates etc. as mentioned at Article-11 of the Tender Document.
- (iv) does not show inconsistencies between the details submitted in the tender and the supporting documents,
- (v) has not proposed any deviation in the tender as compared to the terms & conditions, scope of work etc. as detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda.
- (vi) does not have any other inconsistency(ies) in the tender submitted by the Tenderer.

Note : The Tenderer shall take utmost care in ensuring that all the documents / certificates etc. as are required to be submitted by them in the techno commercial part of the tender have been actually submitted. Any failure on the part of the tenderer to submit any of the documents / certificates as required for making their tender responsive may make their tender liable for techno commercial disqualification.

## 19.2 Clarifications:

To assist in the process of evaluation of Tender, KoPT may, at its sole discretion, ask any Tenderer to provide all the documents as called for in the tender as also additional documents/details and may also seek clarifications in writing from any Tenderer regarding its offer. The tenderer shall provide such details / documents / clarifications as may be called for within such period as would be specified by HDC, KoPT. The request for providing such details/documents and/or clarification and the response shall be in writing.

KoPT reserves the right to reject any offer which is non-responsive.

## 19.3 Confidentiality:

Information required by KoPT from the Tenderer(s) for the purpose of examination, evaluation etc. of offer will be kept confidential by KoPT and any such information will not be divulged, unless it is ordered to do so by any authority that has power under the law to require its release.

## 19.4 Evaluation of Techno Commercial Offer

The techno commercial offers of the Tenderers found responsive as per Clause 19.1 above will then be evaluated as per eligibility criteria as detailed in this tender document.

### Note:

(i) KoPT reserves the right to get the financial capability of the Tenderer verified from the Annual Accounts of the Tenderers (to be submitted along with Techno-Commercial Part) and in case some discrepancy is found, the details as will be ascertained by KoPT, shall prevail for evaluation purpose.

(ii) KoPT, by its own means, may also separately ascertain eligible past experience of the Tenderer from the organizations concerned where the Tenderer have acquired the eligible experience. In case, any discrepancy is found, the details as will be ascertained by KoPT shall prevail for evaluation purpose.

(iii) Mere submission of offer shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers as detailed above.

## 19.5 Evaluation of Price Bid

(1) The tenderer is to submit the Price Bid as per format (Price Bid) given at **Annexure-XIV** of the Tender Document.

(2) The price offer (quoted rate) shall include all charges (excluding the GST and the Toll Tax).

- (3) GST as applicable shall be paid extra at actual and must not be included in the quoted rate. For this, the bidder has to provide GST Registration No. and other relevant document (as may be asked by KoPT).
- (4) The Toll Tax/parking charges (only in Govt. offices) shall be paid extra at actuals in relevant cases on the basis of Payment Slips.
- (5) The tenderer shall have to compulsorily quote for all 42 vehicles mentioned in Schedule of Rates (**Annexure-XIV**) covering Section-A, B, C, D, E & F. In the event any tenderer fails to quote for any of the 42 vehicles , his bid will be summarily rejected.
- (6) The techno commercially qualified tenderer whose sum total quoted rates in the Schedule of **Rates (Annexure-XIV)** for all 42 vehicles taken together will be lowest shall be considered as the successful tenderer to whom the contract will be awarded.
- (7) If the sum total lowest offer for all 42 vehicles taken together is quoted by more than one tenderer, the tenderers concerned will be required to submit rebate on their originally quoted rates within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the successful tenderer.

**Note:**

KoPT at any stage, however, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

**ANNEXURE -III****Commercial Terms & Conditions:**

Sl. No.	Terms & Conditions	Response
1.	<p><b><u>Scope of Work :</u></b></p> <p>The work comprises supply and operation of Motor Cabs, Maxi Cabs, pick-up trucks, minibus for transporting Trustees' officials and/or its guests, CISF in and around the Haldia region in general and at times to other places within West Bengal e.g. Kolkata, Midnapore, Kharagpur, Digha, etc. for which extra cost, if any, relating to route permit etc. shall be borne by the contractor. The Haldia Region shall include Durgachak, Chaitanyapur, Brajalalchak, Kukrahati Mecheda, Kolaghat etc.</p>	AGREE
2.	<p><b><u>Category and Specifications of Vehicle :</u></b></p> <p>i) a) <b><u>Motor Cabs below 2000 CC, AC, 12 hrs. duty : 14 nos.</u></b></p> <p>The contractor shall have to supply good conditioned Motor Cab of model first registration not earlier than 2016 as Commercial vehicle and acceptable to the Trustees. The Motor Cab should have good quality cushion seats and back rests with proper upholstery.</p> <p>b) <b><u>Motor Cabs below 2000 CC, AC, 24 hrs. duty : 04 nos.</u></b></p> <p>The contractor shall have to supply good conditioned Motor Cab of model first registration not earlier than 2016 as Commercial vehicle and acceptable to the Trustees. The Motor Cab should have good quality cushion seats and back rests with proper upholstery.</p> <p>c) <b><u>Maxi Cabs above 2000 CC, AC, 12 hrs. duty : 04 nos.</u></b></p> <p>The contractor shall have to supply good conditioned Maxi Cab of model first registration not earlier than 2016 as Commercial vehicle and acceptable to the Trustees. The Maxi Cab should have good quality cushion seats and back rests with proper upholstery.</p> <p>d) <b><u>Maxi Cabs above 2000 CC, non-AC, 24 hrs. duty : 18 nos.</u></b></p> <p>The contractor shall have to supply good conditioned Maxi Cab of model first registration not earlier than 2016 as Commercial vehicle and acceptable to the Trustees. The Maxi Cab should have good quality cushion seats and back rests with proper upholstery.</p> <p>e) <b><u>Pick-up trucks 24 hrs. duty : 01 no.</u></b></p> <p>The contractor shall have to supply good conditioned Pick-up trucks of model first registration not earlier than 2016 as Commercial vehicle and acceptable to the Trustees. The trucks should have a capacity of 4-5 tones, should be covered with flexible seating arrangements.</p>	AGREE



	<p>f) <b><u>Minibus 24 hrs. duty: 01 no.</u></b></p> <p>The contractor shall have to supply good conditioned Minibus of model first registration not earlier than 2016 as Commercial vehicle and acceptable to the Trustees. The Minibus should have good quality cushioned seats and back rests and should have a sitting capacity of minimum 25 persons per bus. The Minibus shall have glass windows with arrangements for proper locking, easy and smooth opening and closing and self-locking doors. There should not be any water seepages from the ceilings, windows, etc.</p> <p>Sufficient space shall have to be kept in between the seats and also in between rows for easy movement and comfortable seating / standing. The bus should be of sufficient height for comfortable standing.</p>	AGREE
	<p>ii) a) <b>Motor cab to be supplied shall (i)</b> preferably be Tata Indigo, Swift Dezire, Swift Dezire (Tour), Ertiga, Lodgy or equivalent fulfilling Bharat Stage-IV with minimum sitting capacity 4 + 1 (including driver), (ii) be registered as Commercial Vehicle, (iii) be registered in 2016 and later.</p> <p>b) <b>Maxi cab to be supplied shall (i)</b> preferably be Bolero Tata Sumo or equivalent fulfilling Bharat Stage-IV with minimum sitting capacity 8 + 1 (including driver), (ii) be registered as Commercial Vehicle, (iii) be registered in 2016 and later.</p> <p>c) Please note that one maxi cab for 24 hrs. duty having minimum seating capacity 10+1 which one referred Bill of Quantity Sl. No. <b>D-17</b>.</p> <p>d)The successful tenderer shall be responsible for for obtaining permit, fitness certificate, payment of all taxes, insurance, procurement of fuel, lubricants, spares, tyres etc. at his own cost and arrangements for supply and operation of all the vehicles under the contract.</p> <p>e) The vehicles to be supplied shall have such permits / license as applicable issued by the concerned authority permitting use of the vehicles on hire and the contractor shall be solely responsible for obtaining such permit/ license. HDC, KoPT shall not accept any liability whatsoever in the matter.</p> <p>f) If required as per law in future, the vehicles may have to be operated with LPG / CNG and expenses that may be incurred by the contractor in future for such conversion shall not be included in the "Schedule of rates". The terms and conditions and rates related to such a provision would be mutually agreed upon in future when such a need arises.</p>	AGREE

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX

T E N D E R    D O C U M E N T

F O R

S U P P L Y   A N D   O P E R A T I O N   O F

M O T O R   C A B S <   M A X I   C A B S ,   P I C K - U P   T R U C K S   &   M I N I B U S

U N D E R

H A L D I A    D O C K    C O M P L E X

TECHNO - COMMERCIAL PART

**ANNEXURE - IV****TECHNO - COMMERCIAL PART**

1.	<p>a) Detailed particulars of the vehicles intended to be supplied shall be furnished by the contractor along with the 'Techno-Commercial Bid' of the tender in the format given at <b>Annexure-VI'</b>.</p> <p>b) The contractor shall provide Display Boards in each of the vehicles mentioning that the vehicles are in operation under Haldia Dock Complex. Such display boards should be prominently visible.</p>												
2.	<p><b><u>Timings :</u></b></p> <p><b><u>Motor cabs &amp; maxi Cabs (excepting deployed for-round-the clock duty)</u></b></p> <p>a) Motor Cabs/Maxi Cabs of 12 hrs duty shall be for all the days in a month and the duty shall commence either at 6 A.M or 7 A.M or 8 A.M or 9 A.M or as per requirement of respective divisions.</p> <p>b) i) <b><u>Minibus 24 hrs. duty for all the days in a month</u></b></p> <p>The schedule of duties as well as hours during which the Minibus shall have to ply shall be indicated to the contractor by Sr. Dy. Manager (Admn.) authorized to do so after finalization of the contract. The schedule is subject to changes and modifications from time to time as per Trustees' requirements. The tenderers may inspect a copy of the present route chart and duty hours during office hours at the office of Sr. Dy. Manager (Admn.) authorized for the purpose.</p> <p>The above specified normal duty schedule may be changed by Sr. Dy. Manager (Admn.) authorized to do so on the basis of work requirement.</p> <p>ii) For the purpose of this contract, in respect of vehicles mentioned round o clock duty hereinabove a 'Day' shall mean midnight to midnight. In both cases a 'Month' shall mean English calendar month.</p>												
3.	<p><b><u>Payment of charges for keeping the vehicles beyond the ceiling levels of utilisation prescribed at Annexure-IV.</u></b></p> <p>a) In the event of the Motor cabs and Maxi Cabs of 12 hours duty being engaged beyond the normal duty hours overtime charges shall be paid at the rate of Rs. 130/- per hour plus GST. This would be calculated on daily basis.</p> <p>b) In the event of utilization the Motor cabs/ Maxi Cabs/ Mini Bus/ Pick Up Truck beyond the monthly ceiling KM prescribed at <b>Annexure-VI</b>, the contractor shall be paid at the following rate for such additional utilization beyond ceiling level.</p> <table border="1" data-bbox="380 1560 1370 1829"> <thead> <tr> <th>Description of vehicles</th> <th>Rate in Rs. per KM</th> </tr> </thead> <tbody> <tr> <td>Motor Cab (AC)</td> <td>5.00</td> </tr> <tr> <td>Maxi Cab (AC)</td> <td>5.35</td> </tr> <tr> <td>Maxi Cab (non-AC)</td> <td>5.00</td> </tr> <tr> <td>Pick Up Truck</td> <td>9.37</td> </tr> <tr> <td>Mini bus</td> <td>10.71</td> </tr> </tbody> </table> <p><b>The payable amount towards additional km run beyond the monthly ceiling level shall be calculated every six months, considering the actual run of the vehicle during the last six months vis-à-vis the total km run as per the ceiling km for the corresponding six months. The claim against the same shall be raised separately by the contractor after completion of every six months.</b></p>	Description of vehicles	Rate in Rs. per KM	Motor Cab (AC)	5.00	Maxi Cab (AC)	5.35	Maxi Cab (non-AC)	5.00	Pick Up Truck	9.37	Mini bus	10.71
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Mini bus	10.71												

4.	<p><b><u>Accommodation for Garage, Staffs &amp; Empty run from garage :</u></b></p> <p>a) The contractor shall make his own arrangements for parking the vehicles.</p> <p>b) The tenderers must note that the empty run of the vehicles from the contractor's garage to the reporting point at the starting of the daily duty and also from releasing point to the contractor's garage at the end of the daily duty shall not be counted in respect of cabs / maxi cabs provided for 12 hour duty.</p> <p>c) In respect of vehicles engaged on round the clock duty, to and from journey from the contractor's garage and the duty point shall not arise and shall not be considered.</p> <p>d) In case of vehicles reporting / released at Kukrahati /Kolaghat / Kolkata/ Kharagpur, Tamluk, Midnapore or other than Haldia Municipal area as may be specifically mentioned by KoPT from time to time, empty K.M. run to/from such places to Haldia Township shall be counted.</p> <p>e) The contractor shall have to make his own arrangements at his own cost for in respect of residential accommodation of the contractor's staff engaged for the purpose of implementing the contract.</p>
5.	<p><b><u>Compensation Charges :</u></b></p> <p>a) In case the HDC KoPT is deprived of the use of any vehicle of the kind mentioned hereinabove during the contractual period on any day by reason of non-supply of any vehicle, the HDC, an amount equivalent to 1/30<sup>th</sup> of the accepted composite monthly rate of the vehicle concerned per day shall be deducted from the payable amount for the month. In addition to the same a sum equivalent to 50% of the said amount plus GST shall be recovered as compensation.</p> <p>b) compensation charge at the rate of Rs. 250/- plus GST per hour or part thereof shall be payable by the contractor to the HDC, KoPT in case of failure on the part of the contractor to supply any vehicle during duty hours on any day subject to a maximum of Rs. 3000/- plus GST per vehicle per day <b>(in respect of Motor Cabs &amp; Maxi cabs &amp; Pick-up trucks only. This will not be applicable for Minibus)</b>. Penalty charge at the rate of Rs. 300/- plus GST per hour or part thereof shall be payable by the contractor to the HDC, KoPT in case of failure on the part of the contractor to supply minibus during duty hours on any day subject to a maximum of Rs. 5000/- plus GST for minibus per day <b>(This will not be applicable for cars, jeeps and pick-up trucks)</b>.</p> <p>c) Compensation charge at the rate of Rs.600/- plus GST per hour or part thereof shall be payable by the contractor in case of the time lost if any for refueling of the mini bus / other vehicles during duty hours on any day. In the matter of enforcing the aforesaid stipulation, the decision of Sr. Dy. Manager (Admn.) shall be final and binding on the contractor.</p>
6	<p><b><u>Period of Contract :</u></b></p> <p>The contract shall remain valid for a period of three years from the date of commencement of work. The rates quoted by the tenderer in the 'Schedule of Rates' shall accordingly remain valid for the said period of three years and shall not undergo any variation whatsoever excepting as specifically provided in the tender.</p> <p>The contract shall commence from 1<sup>st</sup> day of a calendar month after acceptance of all the vehicles by Sr Dy Manager (Admn).</p>

7.	<p><b><u>Termination of Contract Either in Part or In Full :</u></b></p> <p>a) If at any time during the period of contract it is observed that vehicle / vehicles is / are not being supplied as per desired specification and / or the vehicle / vehicles are not being operated and maintained properly and / or the statutory &amp; legal obligations in respect of supply and operation of vehicle / vehicles are not being fulfilled by the contractor and / or the numbers of vehicles required by HDC has decreased from its original estimate, the Sr. Dy. Manager (Administration), HDC authorized by KoPT shall assess the position and if he is of the opinion that the conditions of the vehicle / vehicles and / or operation of the vehicle / vehicles are not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the HDC, through his authorised representative shall assess the position and if he is of the opinion that the conditions of the vehicle / vehicles and / or operation of the vehicle / vehicles are not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the contractor and / or the necessity of hiring vehicle(s) no longer exists, Sr. Dy. Manager (Administration), HDC authorized by KoPT shall terminate the full or part of the contract after giving 15 days notice and his decision in the matter shall be final and binding on the contractor.</p>															
	<p>b) Upon termination of the contract, for any of the reasons the Sr. Dy. Manager (Admn.), HDC authorized by KoPT shall be entitled to carry on the transport services at the risk and expenses of the contractor through any independent agency for the balance period of the contract and to recover from the contractor in addition to any other amount, compensation or damages that KoPT is entitled to in terms of the other relevant clauses in the contract. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.</p>															
8.	<p><b><u>Escalation:</u></b></p> <p>During the period of contract for three years the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials, spares or any other item except for fuel oil (HSD). The rate of escalation/de- escalation shall be the actual difference between the rate of HDC prevailing at Haldia (price of IOCL shall be considered) on the scheduled date of submission of tender and the minimum rate of HSD at Haldia ( price of Oil PSUs) prevailing in a given month for which the escalation/de- escalation is effected and claimed. For the purpose of calculating the escalation/de- escalation on account of fuel oil (HSD), the rate of consumption of HSD per KM run of a vehicle shall be considered as follows:</p> <table border="0" data-bbox="418 1514 1307 1675"> <tr> <td>(1)</td> <td>Rate of consumption of AC Motor Cabs</td> <td>15 K.M /Ltrs.</td> </tr> <tr> <td>(2)</td> <td>Rate of consumption of AC Maxi Cabs</td> <td>14 K.M/ Ltrs.</td> </tr> <tr> <td>(3)</td> <td>Rate of consumption of non AC Maxi Cabs</td> <td>15 K.M/ Ltrs.</td> </tr> <tr> <td>(4)</td> <td>Rate of consumption of a pick-up truck</td> <td>08 K.M/ Ltrs.</td> </tr> <tr> <td>(5)</td> <td>Rate of consumption of a Minibus</td> <td>07 K.M/ Ltrs.</td> </tr> </table> <p>The effect of fluctuation in fuel rates, the monthly payment may be adjusted on the basis of actual km run in a month. However, the payment adjustment will be made only in case the fluctuation is beyond +/- 5%.</p> <p>In case the fluctuation is beyond 5% (upward / downward), the effect of fluctuation will be given for the part of variation beyond 5%.</p>	(1)	Rate of consumption of AC Motor Cabs	15 K.M /Ltrs.	(2)	Rate of consumption of AC Maxi Cabs	14 K.M/ Ltrs.	(3)	Rate of consumption of non AC Maxi Cabs	15 K.M/ Ltrs.	(4)	Rate of consumption of a pick-up truck	08 K.M/ Ltrs.	(5)	Rate of consumption of a Minibus	07 K.M/ Ltrs.
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(5)	Rate of consumption of a Minibus	07 K.M/ Ltrs.														
9.	<p><b><u>Operating and Maintenance Crew :</u></b></p> <p>a) The contractor shall at his cost maintain sufficient numbers of drivers,</p>															

	<p>cleaners, etc. for smooth and efficient running of the vehicles provided to Trustees.</p> <p>b) The drivers must possess, at all the time, valid driving license and shall have sufficient relevant experience with good record of driving.</p> <p>c) At the sole discretion of KoPT, the successful tenderer shall have to periodically interchange the drivers between the different vehicles to be operated by him under the contract.</p> <p>d) The contractor shall be responsible for satisfactory service of his employees. In the event of HDC, KoPT being not satisfied with the conduct of any driver, helper etc. provided by the contractor, the contractor shall forthwith replace the driver / helper concerned on being advised by the Sr. Dy. Manager (Admn.) , Haldia Dock Complex to do so.</p>
10.	<p><b><u>Running and Maintenance :</u></b></p> <p>a) All the vehicles on hire shall be kept in good operative condition at all times during the period of contract.</p> <p>b) Procurement and/or replacement of fuel, lubricants, spares, tyres etc. shall be arranged by the contractor at his own cost.</p> <p>c) All maintenance, repairs, check up etc. shall be arranged by the contractor at his own cost.</p> <p>d) At the time of reporting for duty in the morning the vehicles shall be provided with necessary fuel, lubricants etc. by the contractor. No kilometer run shall be allowed by KoPT for refueling during the duty period.</p> <p>e) In case of breakdown / accident or withdrawal of any vehicle by the contractor for any reasons whatsoever, suitable replacement shall immediately (within 1 hour) be made by the contractor by providing another vehicle of required specification and acceptable to HDC, KoPT.</p> <p>f) In case of abandonment of the work of supplying vehicle to the Trustees within the contract period, the HDC, KoPT shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.</p>
11.	<p><b><u>Contractor to Indemnify KoPT :</u></b></p> <p>The contractor shall indemnify and keep indemnified KoPT and its every member, officer and staff of the KoPT against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the contractor in due performance of his obligation under this contract.</p>
12.	<p><b><u>Earnest Money:</u></b></p> <p>i) Earnest Money of Rs.30.22 lakhs and cost of Tender Document of Rs 5000/- shall be deposited by the tenderer along with the tender as mentioned.</p> <p>ii) Tenders submitted without Earnest Money and cost of tender document shall be rejected outright and their Techno Commercial bids will not be opened.</p> <p>iii) The Earnest Money is liable for forfeiture if the successful tenderer fails to line up the vehicles in time for pre commencement inspection as</p>

	<p>stipulated in the tender document. The Earnest Money shall also be forfeited in case the successful tenderer fails to implement the contract even after completion of pre commencement inspection.</p> <p>iv) The Earnest Money deposited by the unsuccessful tenderers shall be refunded without any interest after opening of price bids.</p>				
13.	<p><b>Security Deposit:</b></p> <p>13.1 The successful tenderer shall have to keep Security Deposit for amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust:-</p> <table border="1"> <thead> <tr> <th>Value of the work</th> <th>% Security Deposit</th> </tr> </thead> <tbody> <tr> <td>More than Rs 20,00,000/-</td> <td>10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount</td> </tr> </tbody> </table> <p>13.2 The Security Deposit shall have to be deposited in DD on any Scheduled Bank in favour of Haldia Dock Complex; Kolkata Port Trust and payable at Haldia / Kolkata or in the form of Bank Guarantee [on a non Judicial Stamp paper of denomination of Rs. 50/- or more] as per enclosed proforma at <b>Annexure-XVI</b> within a month from the date of commencement of the contract.</p> <p>13.3 The Security Deposit shall be held by the Sr. Dy. Manager (Administration). HDC as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.</p>	Value of the work	% Security Deposit	More than Rs 20,00,000/-	10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount
Value of the work	% Security Deposit				
More than Rs 20,00,000/-	10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount				
14	<p><b>Payment of Bills :</b></p> <p>a) The contractor shall raise bills against the vehicles as per the composite monthly rate of the vehicle concerned accepted by KOPT along with applicable GST. In case of excess run beyond the monthly ceiling km and /or beyond normal duty hours claim against the same is to be raised as per Clause-3 along with GST.</p> <p>b) The contractor shall submit GST compliant bills (4 copies) every month along with the relevant log books and trip statements to the office of the respective user divisions in case of cars, jeeps, pick-up trucks. In case of Minibus, the daily trip statement would have to be submitted alongwith the bill to the office of Sr. Dy. Manager(Admn.).</p> <p>b) Payment to the contractor shall be made directly to the designated bank of the contractor through ECS mode.</p> <p>For which they/he would have to be submit the following details.  1) Bank A/c No.; 2) Name of Bank ; 3) Name of Branch; 4) Branch Code  5) RTGS Code (if applicable); 6) Full address of Branch; 7) FAX No. &amp; Phone No. of Branch</p> <p>c) Payment to be made shall comprise:-  (i) The monthly composite charges quoted by the successful tenderer and accepted by HDC, KoPT  (ii) The excess kilometer and hours of operations beyond the ceiling levels prescribed for each vehicle as mentioned at Sl. No. 2 of commercial terms &amp; conditions.  (iii) Toll charges at actuals subject to production of toll payment slip  (iv) GST at actuals as applicable</p> <p>d. The contractor shall be required to upload the details of the invoice raised on KoPT in GST Return as per Law. In case of any failure, GST, even if paid, shall be recovered from the contractors.</p> <p><b>Note - KoPT shall make deductions as applicable for various non fulfillments of the Scope of Work and other obligations on the part of the contractor as per the tender conditions from the monthly bills.</b></p>				

15.	<p><b><u>Supply of Sub Standard Vehicles :</u></b></p> <p>a) No relaxation shall be made regarding specifications of the transport as stipulated hereinabove. Vehicles must also possess contract carriage permit wherever applicable, as per terms &amp; conditioned of this tender document and vehicles without valid contract carriage permits shall be considered as sub-standard.</p> <p>b) In case the contractor provides vehicles which do not fulfill any/all of the specifications as mentioned hereinabove, and / or do not possess contract carriage permit wherever applicable, the payable amount to the contractor against the vehicle for the month shall be reduced as per the following formula:</p> <p style="padding-left: 40px;">i) 4% of the accepted composite monthly rate per day for the first ten days the said sub standard vehicles is / are supplied;</p> <p style="padding-left: 40px;">ii) 4.5 % of the accepted composite monthly rate for the next ten days of supply of the sub-standard vehicles, and</p> <p style="padding-left: 40px;">iii) 6% of the accepted composite monthly rate per day for next ten days.</p> <p style="padding-left: 40px;">iv) Continuation of supply of non standard vehicle beyond 30 days shall be treated as non supply and compensation as per clause-5 shall be levied.</p> <p>c) The decision of Sr. Dy. Manager(Admn.) in the matter shall be final and binding on the contractor.</p>
16.	<p><b><u>Log Book and Reckonable Kilometerage :</u></b></p> <p>a) Printed Log Books / trip statements in prescribed format shall have to be supplied by the Contractor at his own cost for each vehicle.</p> <p>b) The Log Books (in case of cars, jeeps, pick-up trucks) shall be maintained by the authorized official of HDC. The contractor or driver of the vehicle shall not write any thing in the Log Book. The opening and closing readings of the odometer, elaborate description of the journey etc. shall be recorded in the Log Book on each day and the same shall be signed by the authorized official of HDC. The corresponding timings shall also be recorded in the Log Book regularly. Each trip shall have to be signed by the user / authorized official of HDC.</p> <p>c) The trip statement (in case of Minibus) shall contain the following items :- Date, Bus No. Route No., Description of each trip, Km traveled against each trip, total kilometer run in a day, releasing and reporting time.</p> <p>d) To and fro distance between the contractor's garage and the reporting / releasing places (except for Kukrahati/Kolaghat / Kolkata / Kharagpur/ any other place outside Haldia Municipality) shall not be reckoned for the purpose of total actual run of the vehicle.</p> <p>e) In respect of motor cabs, maxi cabs and pick-up trucks, the reading on the odometer of the vehicle at the time of reporting in the morning shall be considered as the opening kilometer reading for the concerned day. The closing kilometer reading for any day shall be the one appearing on the vehicle's odometer at the time of its release. These opening and closing reading of the odometer shall form the basis of calculation of actual run of the vehicle for any given day.</p>
	<p>f) In case the odometer of the vehicle is totally functional, payment shall be made on the basis of odometer readings in respect of trips certified by the using official of the concerned division under which the vehicle is deployed.</p> <p>In case the odometer is totally non-functional and / or the odometer is not functioning properly and / or showing inflated kilometer (in such cases the</p>



	<p>kilometer shown in the odometer shall not match with the standard kilometrage as per description of the journey) payment to the contractor shall be made on the basis of standard kilometrage as per description of journey certified (by user / authorized official of HDC) in the Log Book.</p> <p>g) In respect of Minibus, kilometer run shall be as per standard kilometrage vis-a-vis trip statement. For this purpose, the SDM (Admn.) shall notify the standard Km. of the trip.</p> <p><b>Note: The payment to the contractor shall however be made as per the composite monthly rate of the vehicle concerned accepted by KOPT along with applicable GST. In case of excess run beyond the monthly ceiling km and /or beyond normal duty hours payment shall be made as per Clause-3 along with GST.</b></p>
17.	<p><b><u>Placement of vehicles for Inspection Before Commencement of Contract:</u></b></p> <p>a) The contractor shall place the vehicles (as per specifications) intended to be supplied to the Trustees along with relevant papers e.g. Certificate of Registration, Contract Carriage Permit etc. before Sr. Dy.Manager (Admn.) for his inspection and acceptance within 15 days from the receipt of the order by the contractor for which no charge shall paid by HDC.</p> <p>b) In case of any default, compensation as per Clause-5 shall be levied from 16<sup>th</sup> day onwards.</p>
18.	<p><b><u>Periodical Inspection During Contract Period :</u></b></p> <p>a) During currency of contract, all the vehicles will be subject to periodic inspection by Sr. Dy.Manager (Admn.), and if in his opinion any vehicle is found to be unfit for service under Haldia Dock Complex, the same shall be forthwith replaced by the contractor by another vehicle of required specification and acceptable to the Trustees.</p> <p>b) If the contractor does not discontinue the supply of sub-standard vehicle to the Trustees, the monthly accepted amount for such sub-standard vehicles shall be deducted in accordance with the provision of Clause- 15 thereof.</p>
19.	<p><b><u>Contract Carriage Permit :</u></b></p> <p>All the vehicles supplied by the Contractor shall have permits / license issued by the concerned authority permitting use of the vehicle on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license. Trustees shall not accept any liability whatsoever in the matter. Vehicles not having contract carriage permits, wherever applicable, would be treated as per provisions laid down in Clause 17 hereinabove.</p>
20.	<p><b><u>Taxes, Labour Laws and other Regulations :</u></b></p> <p>a) The contractor shall fulfill all legal obligations in respect of supply of vehicles. HDC, KoPT shall accept no liability whatsoever in the matter and also in case of accident, if any.</p> <p>b) The contractor shall be fully and exclusively liable for the payment of any and all taxes now or hereafter imposed, increased or modified and all taxes now in force and hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government /local bodies</p>

	<p>which are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the contractor. The HDC, KoPT shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep the trustees indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the HDC, KoPT. The contractor shall be liable to pay any increase of wages / salaries of his employees during the contractual period.</p> <p>c) The contractor shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work including the Motor Vehicles Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, Workmen’s Compensation Act, ESI Act, Payment of Wages Act, Bonus Act, Employees Provident Fund Act etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.</p> <p>d) The contractor shall defend, indemnify and hold HDC, KoPT harmless from any liability or penalty, which may be imposed by the Central / State Government or local authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work provided by this contract including any liability that may arise out of any accident whether brought by the employees of the contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.</p> <p>e) The contractor shall also be responsible for compliance of all regulations and restrictions imposed under the Motor Vehicles Act as applicable.</p> <p>f) The contractor shall at his cost arrange all road permits, permission / approval from any authorities whatsoever, in connection with plying of the vehicles.</p> <p>g) The provisions of the EPF &amp; MP Act - 1952 and the rules / schemes framed thereunder shall be applicable to the contractor and his eligible employees engaged for this work. The contractor shall furnish the code number, allotted by the RPFC authority, to Trustees.</p>
	<p>h) The contractor shall indemnify the Trustees from the possible future demand of workers / employees engaged by them under this contract, for absorption in HDC/KoPT. It shall be the responsibility of the contractor to address and solve such demands if such a situation arises. HDC, KoPT shall have no liability whatsoever in such matters.</p>
21.	<p><b><u>Insurance</u></b> :</p> <p>The vehicles provided to the HDC, KoPT at any point of time during the contract period shall be covered by comprehensive insurance as per requirement of law time being in force.</p>
22.	<p><b><u>Non-assignability</u></b> :</p> <p>No part of the contract or any share of interest therein shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever.</p>

23.	<p><b><u>Deployment of supervision for day to co-ordination :</u></b></p> <p>The contractor shall depute one of his supervisors at the office of Administration Division during office hours for day to day co-ordination. No extra charge shall be paid for this.</p>
24	<p><b><u>The contractor shall buy RFID permits from M/s. Corsonant Haldia JV for their drivers for entry into the dock area at their cost and arrangements.</u></b></p>
25.	<p><b><u>Contract Agreement :</u></b></p> <p>The contractor shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at Rs. 50/- or more signed jointly with HDC under official seals. The contractor may obtain the Agreement form from Sri J. Roy, Sr. Dy. Manager (Admn) or Sri S. S. Pandit, Dy Manager(Admn).</p>
26.	<p><b><u>Payment of charges for part supply on days of Bandhs, Strikes etc. called by political parties in respect of Minibus only :-</u></b></p> <p>Compensation as per clause-5 shall be applicable for any part supply/non supply.</p>
27.	<p><b>GENERAL CONDITIONS OF CONTRACT</b></p> <p>Trustees' General Conditions of Contract shall also be applicable for this contract. The tenderers may like to inspect the same during office hours at the office of the Sr. Dy. Manager (Admn.), Jawahar Tower Annexe Building, Haldia Township, Haldia, Purba Medinipur. Sr. Dy. Manager (Admn.) will be the 'Engineer' of the contract.</p>

**ANNEXURE- V**

**(To be downloaded, filled up, signed, scanned and uploaded)**

**Covering Letter**

To,  
Sr. Dy. Manager (Admn.)  
Haldia Dock Complex,  
Kolkata Port Trust,  
Jawahar Tower Complex,  
P.O. Haldia Township,  
Dist. Purba Medinipur,  
Pin-721607 (W.B).

Dear Sir,

We, \_\_\_\_\_  
(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit the Tender for supply & operation of motor cab/ maxi cab under Haldia Dock Complex, Kolkata Port Trust.

2. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
3. We acknowledge the right to KoPT to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We also certify the following:-  
We/any of the consortium members have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.
5. We declare that:-  
We have examined and have no reservations to the Tender Document issued by KoPT thereon.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

6. We understand that KoPT reserves the right to accept or reject any tender and to annual the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof
7. \_\_\_\_\_ (Name of Tenderer) hereby undertakes that

we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney

Holder(s)..... Name:

.....

Designation: ..... Date:

.....

Seal

**ANNEXURE-VI****FORMAT FOR SUBMITTING DETAILS OF THE VEHICLES**

Sl. No.	
Car / Jeep / Pick-up Truck/Minibus	
Registration No.	
Year of Manufacture / Model	
CC Permit No. /Validity	
Road Tax paid upto	
Insurance valid upto	
Details of Fitness Certificate and validity	

---

Signature of the tenderer and office seal.

**ANNEXURE- VII****DECLARATION BY THE TENDERER FOR DOWNLOADING THE TENDER DOCUMENT****PART -I**

**Senior Deputy Manager (Admn)**  
**Haldia Dock Complex, Kolkata Port Trust**

**Tender No.** ADMN/T/C/2017-20

**Name of work:** Supply and Operation of Motor Cabs, Maxi Cabs, Pick up Trucks and Mini Bus under  
Haldia Dock Complex, Kolkata Port Trust

**Name of the company:**

**Address:**

**Contact Person Name:**

**Phone:**

**Fax:**

**E-Mail Address:**

Have you studied the Pre-Qualification requirement of the selected tender?	Yes/ No
Is the company having valid Payment of Professional Tax for tenderer?	Yes/ No
Is the company having valid Certificate from RPFC & ESIC, if applicable?	Yes/ No
Is the company having GST Registration Certificate?	Yes/ No
Is the company having valid Trade Licence?	Yes/ No
Is the Company meeting the pre-qualifying criteria mentioned in the NIT?	Yes/ No
Has the company furnished all the certificates and the documentary evidences for making his offer responsive and fulfilling pre-qualification criteria along with his offer?	Yes/ No
Is the company confirming that the hard copy of tender being submitted is Identical to the one downloaded from our web site? In case the same is found altered/ modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tender.	Yes/ No

**I / We agree to submit the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Pre- Qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC our tender shall be rejected by HDC without any correspondence in this regard. Strike out whichever is not applicable for you.**

**Date: \_\_\_\_\_**

\_\_\_\_\_  
**Signature of the Tenderer & Office Seal**



**PART -II**

**(To be downloaded, filled up, signed, scanned and uploaded)**

**DECLARATION BY THE TENDERER**

I / We have carefully examined and fully understood the General Information & Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.

I/ We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.

I / We have agreed to the Techno-Commercial part of this tender document and have accepted the same with the Techno-Commercial part of my/our offer.

I / We have signed all the pages of the Price part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.

I / We have submitted copies of the required documents as mentioned at Clause 10 of the "General information & Instructions to Tenderers".

I/We have submitted copy of valid GST Registration Certificate. Our GST Registration No. is .....

I/We declare that I/We have not been debarred or de-listed by any Govt. or quasi - Govt. agencies or PSUs in India.

I/We declare that none of the vehicles to be supplied shall be owned by near ones / relatives of any official of KoPT. The declaration shall be given as per format at Annexure-II.

My local office and Kolkata office addresses and contact nos. are

**Address**

**Telephone**

**Fax**

**Date :**

-----  
**Signature of the tenderer  
with office seal.**

Witness :-

**Name**

**Address**

**Signature**

1

2

**ANNEXURE- VIII**

**(To be downloaded, filled up, signed, scanned and uploaded)  
DETAILS OF ELIGIBLE EXPERIENCE**

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below

**Details of experience of executing work relating to supply and operation of vehicles in transportation of employees in different Government Departments / Organizations, State / Central PSUs / reputed Private Organizations during last 7 years ending on 30/09/2017**

Sl. No	Contract Reference No and the name of the organization who placed the order	Total Contract Value of the Work Order	Whether the contract has been completed.	In case the contract is on- going, the extent of work completed till 30/09/2017	Details of work completion certificate

**Note:**

- (i) The tenderer shall submit copies of all Work Orders and Work Completion Certificate to substantiate the details given above along with his Techno-Commercial Bid

**Signature of tenderer..... Name:**

.....

**Designation: ..... Date :**

..... **Seal**

**CERTIFIED BY**

**Name of Chartered Accountant Firm ..... Registration**

**No. & other details ..... Name of the Signatory**

.....

**Signature ..... Designation**

.....

**Date**

**ANNEXURE-IX**

**(To be downloaded, filled up, signed, scanned and uploaded)  
Details Of Financial Capability Of The Tenderer**

(In Rs. Crore)

**Annual Financial Turn Over (Average of last 3 years)**

	2014-15	2015-16	2016-17
Turn over (Rs in Crore)			

**Signature of tenderer..... Name:**

.....

**Designation: .....**

**Date : .....**

**Seal**

**CERTIFIED BY**

**Name of Chartered Accountant Firm ..... Registration**

**No. & other details ..... Name of the Signatory**

.....

**Signature ..... Designation**

.....

**Date**

**ANNEXURE-X.**

**Certificate for completed Work**

**To Whom It May Concern**

(to be given on letter head of the organization providing the certificate)

This is to certify that M/s. .... has executed the job for transportation of staff satisfactorily, the details of which are given below:-

Sl. No	Contract Reference No	Total Contract Value of the Work Order (in Rs)	Whether the contract has been completed.	In case the contract is on- going, the extent of work completed till 30/09/2017 (in Rs)

**Signature of the Authorised Official .....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Phone No.: .....**

**Fax No.: .....**

**E-mail No. ....**

**Seal**

(To be downloaded, filled up, signed, scanned and uploaded)

**ANNEXURE -XI**

On ₹10/- (Rupees Ten) Non Judicial Stamp Paper \_\_\_\_\_

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

**Affidavit - I**

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

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

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by: .....

**ANNEXURE -XII**

**(To be downloaded, filled up, signed, scanned and uploaded)**

On ₹10/- (Rupees Ten) Non-judicial Stamp Paper  
BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT .....

**Affidavit -II**

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

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

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

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (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 vide Tender no. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by : .....

**ANNEXURE -XIII**

**(To be downloaded, filled up, signed, scanned and uploaded)**

**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 compliance 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 all 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 material 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 firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids 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 purposes 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/representatives in India; if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, 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 outlines 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 and 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/Sub-Contractors**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (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 violation Bidder(s)/Contractors/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or an employee or 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 be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, KoPT.

**Section 9 - Other provision**

- (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 be 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 reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
(For & on behalf of

Bidder/Contractor). (Office Seal)

(Office Seal)

Place : Date :

Witness 1:

(Name & Address) .....  
.....  
.....

Witness 2:

(Name & Address) .....  
.....

.....

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX

TENDER DOCUMENT  
F O R  
SUPPLY AND OPERATION OF  
MOTOR CABS, MAXI CABS, PICK-UP TRUCKS & MINIBUS.  
U N D E R  
HALDIA DOCK COMPLEX

PRICE PART

**ANNEXURE - XIV****SCHEDULE OF RATES****A. Motor Cab AC - 12 Hrs. Duty**

Sl. No.	Monthly ceiling kilometer for the vehicle	No. of Vehicles	<b>Composite amount per vehicle per month excluding GST (In Rs)</b>	Total amount (In Rs)
1	2000	6		
2	2400	1		
3	1400	1		
4	1800	1		
5	3600	2		
6	3500	1		
7	2200	1		
8	2300	1		

**B - Maxi Cab AC - 12 Hrs. Duty**

Sl. No.	Monthly ceiling kilometer for the vehicle	No. of Vehicles	<b>Composite amount per vehicle per month excluding GST (In Rs)</b>	Total amount (In Rs)
1	2200	1		
2	3300	1		
3	2500	1		
4	2400	1		

**C - Motor Cab AC - 24 Hrs. Duty**

Sl. No.	Monthly ceiling kilometer for the vehicle	No. of Vehicles	<b>Composite amount per vehicle per month excluding GST (In Rs)</b>	Total amount (In Rs)
1	3200	1		
2	2600	1		
3	2700	1		
4	4200	1		

**D. Maxi Cab non AC-24 hrs. duty**

Sl. No.	Monthly ceiling kilometer for the Vehicle	No. of Vehicles	Composite amount per vehicle per month excluding GST [In Rs]	Total amount (In Rs)
1	3800	1		
2	3300	2		
3	1300	1		
4	1600	1		
5	5600	1		
6	4800	1		
7	5400	1		
8	6200	1		
9	4400	1		
10	2800	1		
11	2400	1		
12	3100	1		
13	1500	1		
14	1900	1		
15	3900	1		
16	4000	1		
17	1700*	1		

\* This vehicle having minimum seating capacity 10+1

**E. Pick-up Truck- 24 hours duty**

Monthly ceiling kilometer for the Vehicle	No. of Vehicle	<b>Composite amount per vehicle per month excluding GST</b> [In Rs]	Total amount (In Rs)
6000	1		

**F - Mini Bus - 24 Hrs. Duty**

Monthly ceiling kilometer for the vehicle	No. of Vehicle	<b>Composite amount per vehicle per month excluding GST</b> (In Rs)	Total amount (In Rs)
5800	1		

- a) The rate quoted above shall be excluding GST.
- b) GST shall be paid extra as applicable
- c) Rate of GST shall be mentioned in the techno-commercial bids.

**ANNEXURE-XV**

**SPECIMEN BANK GUARANTEE PERFORMANCE FOR EARNEST MONEY DEPOSIT**  
**[ TO BE EXECUTED BY ANY KOLKATA/HALDIA BRANCH ]**

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

**BANK GUARANTEE FOR EARNEST MONEY**

(To be submitted on Non-Judicial Stamp Paper of worth not less than Rs.50.00)

Name of Work: **SUPPLY & OPERATION OF MOTOR CABS, MAXI CABS, PICK - UP TRUCKS & MINI BUS UNDER HALDIA DOCK COMPLEX**

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

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

1. In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at .....(hereinafter referred to as "The Bidder") from cash payment of Earnest Money Deposit in connection with Tender No..... for..... (write the name of the work as per tender) for the due fulfilment by the bidder of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs..... (Rupees.....), we..... Bank..... Branch, Kolkata...../Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....). We, ..... Bank..... Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ..... Bank..... Branch, Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the bidder and the Trustees, this would be no ground for us.....(Name of Bank), ..... Branch, Kolkata...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank..... Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.



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

3. We .....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....days of.....20--- and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.

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

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

**SIGNATURE.....**  
**NAME.....**  
**DESIGNATION.....**  
**(Only constituted attorney for and on behalf of)**  
**BANK.....**  
**BRANCH.....**

**ANNEXURE-XVI**

**SPECIMEN BANK GUARANTEE PERFORMANCE FOR SECURITY DEPOSIT  
[ TO BE EXECUTED BY ANY KOLKATA/HALDIA BRANCH ]**

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

**BANK GUARANTEE FOR SECURITY DEPOSIT**

(To be submitted on Non-Judicial Stamp Paper of worth not less than Rs.50.00)

Name of Work: **SUPPLY & OPERATION OF MOTOR CABS, MAXI CABS, PICK - UP TRUCKS & MINI BUS  
UNDER HALDIA DOCK COMPLEX**

**To,  
The Board of Trustees,  
Port of Kolkata,  
15, Strand Road,  
Kolkata - 700 001.**

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

**WHEREAS**

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), (hereinafter referred to as "The Trustees") have invited Tender No.

**AND WHEREAS**

Shri / Messrs..... a  
Proprietary / Partnership / Limited / Registered Company, having its Registered Office at..... (hereinafter referred to as "The Bidder" which expression shall mean and include their successors and assigns) have submitted their offer against the Bid.

**AND WHEREAS**

One of the terms of the Bid being that the successful Bidder should submit Security deposit in the form of an irrevocable and unconditional Bank Guarantee as a security against the event of the Bidder withdrawing their offer on any ground whatsoever during the period of validity of the offer and/or the Bidder fails to enter into Contract despite the Trustees select the Bidder as the successful Tenderer against the Bid. We,  
.....

Branch, Kolkata ...../Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of Rs..... only. We, ..... Branch, Kolkata...../Haldia, do on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... We, ..... Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we..... Branch, Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the Bidder and the Trustees, this would be no ground for us, .....(Name of Bank), ..... Branch, Kolkata ...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, ..... Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Bidder. 2. We, ..... Branch, Kolkata...../Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, .....Branch, Kolkata..... / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Bidder and no protest by the Bidder, made wither directly or indirectly or through Court, can be valid ground for us, ..... Branch, Kolkata ...../ Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid. 3. We ..... Branch, Kolkata...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the entire validity period of the Bid including and extension thereof until the Bidder furnishes the requisite Performance Guarantee for the amount specified in the Tender in the prescribed Form in the event of the Bidder becoming the successful Tenderer and that it shall continue to be enforceable in the Trustees' claim have been satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said Bid have been fully and properly observed / fulfilled by the Bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of ..... day of ..... 20..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto..... or any extension thereof made by us, ..... Branch, Kolkata...../ Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Bidder for such extension of validity of this Bank Guarantee.

4. We, ..... Branch, Kolkata...../Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Bid or to extend the validity period of the Bid or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Bidder and to forebear or enforce any of terms and conditions relating to the said Bid and we..... Branch, Kolkata...../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, ..... Branch, Kolkata...../Haldia. 5. We..... Branch, Kolkata...../Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....  
 NAME.....  
 DESIGNATION.....  
 (Duly constituted attorney for and on behalf of)  
 BANK.....  
 BRANCH.....  
 KOLKATA...../ HALDIA  
 (Official seal of the Bank)

**Note :**

In case of foreign Bank Guarantee, it shall be routed through any Branch of corresponding Nationalized / Scheduled Bank in India and such corresponding Bank shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Kolkata High Court.

**ANNEXURE-XVII****PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site ([www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → Psu / Govt depts. → Kolkata Port Trust ) under the icon: "HDC EMD/Tender Fee Payment" . Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway from Axis bank easypay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)

2. The Bidder will be required to mention the Bidder's ID (The ID used by the Bidder for logging in the MSTC Website) and Bid Id (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.
3. A webpage will populate where the Bidder will be required to select: Earnest Money or Bid Document Fee, then indicate his Mobile Number and the CAPTCHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidder wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the CAPTCHA mentioned in the web page and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required. A URN Number will be generated. Bidders may keep note of this URN Number for all future reference.
7. Another webpage will come up and the Bidder will have the option to select payment methods from - (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFS Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank Challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C, the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway, the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.