

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
TENDER DOCUMENT
F O R
SUPPLY & OPERATION OF A.C. MOTOR CAB/ MAXI CABS
U N D E R
HALDIA DOCK COMPLEX
AT KOLKATA

TENDER No. : ADMN/T/KOLKATA/2017-20

E-tender No. : KoPT/Haldia Dock Complex/Admn. Div/17/17-18/ET/447

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KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

Administration Division, Jawahar Tower Complex,

P.O.: - Haldia Township, Dist.: Purba Medinipur,

PIN: 721607, West Bengal.

FAX: 03224-263152

Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from experienced, bonafied and reliable contractors for supply & operation of A.C. Motor Cab/Maxi Cab under Haldia Dock Complex, Kolkata Port Trust.

The Tender Document may be downloaded from MSTC website www.mstcecommerce.com, www.eprocure.gov.in and www.kolkataporttrust.gov.in . However, corrigendum / addendum / clarifications, if any, shall be hosted only on MSTC website www.mstcecommerce.com and www.kolkataporttrust.gov.in .

Further, intending bidders shall submit their bid electronically only through MSTC website www.mstcecommerce.com. Tenderer should visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	ADMN/T/KOLKATA/2017-20
b.	MODE OF TENDER	e-tender System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Admn. Div/17/17-18/ET/447
d.	Date of NIT available to parties to download	01 December, 2017
e.	Offline Pre-Bid Meeting starting date & Time	08 December, 2017 at 1100 Hours
f.	Pre –Bid Meeting closing date & Time	NA
g.	Estimated Cost	Rs.48.15 lakhs.
h.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 96,300/- (Rupees Ninety Six Thousand Three Hundred only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money using the Axis Bank

			<p>Payment Gateway only. No other method of payment of EM shall be accepted.</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: “ 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 by from Axis bank easy pay site (https://easypay.axisbank.co.in→ 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 indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/17/17-18/ET/447 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
ii)	Bid Document Fee		The intending bidders should submit Bid Document Fee of INR 1770/- (Rupees One

		<p>Thousand Seven Hundred Seventy only) including GST @ 18%, to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.</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) 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 by from Axis bank easy pay site (https://easypay.axisbank.co.in→ 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 indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <ol style="list-style-type: none"> Name of remitting vendor/contractor : E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/17/17-18/ET/447 Amount remitted : Remittance Bank Details: URN No.:
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			f) Date of payment:
	iii)	Transaction Fee	INR 2841/- (Rupees TwoThousand Eight Hundred Forty-one only) including GST @ 18 % on Service Charge towards Payment of Transaction fee only through the link "Transaction Fee Payment" of MSTC LIMITED. (refer clause. No. 4 of "Important instructions to the Bidder for E-procurement")
i.		Last date of submission of EMD & Bid Document fee.	26 December, 2017 up to 1500 hours
		Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-tender.
j.		Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt	From 15 December 2017, from 0930 hours
k.		Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	26 December, 2017 up to 1500 hours
l.		Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	26 December, 2017 after 1530 hours

ANNEXURE - I

Important instructions for E-Tender

This is an e-procurement event of Haldia Dock Complex, Kolkata Port Trust. The e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

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 Techno-Commercial Bid as well as Price Bid over the internet will be done. 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 PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ONLINE AT www.mstcecommerce.com/eprochome/kopt</p> <p>1).Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→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>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact persons (Haldia Dock Complex):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <p>1. Shri S. S. Pandit, Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-265161 E-Mail – sspandit.hdc@nic.in</p> </td> <td style="width: 50%; padding: 5px;"> <p>2. Shri s. Biswas Asstt. Manager(Admn.), Haldia Dock Complex, Ph. No. 03224 265117 Email- samarb.hdc@gov.in</p> </td> </tr> </table> <p>Contact persons (MSTC Ltd):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <p>1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- smukherjee@mstcindia.co.in Google hangout ID (for chat) - mstceproc@gmail.com</p> </td> <td style="width: 50%; padding: 5px;"> <p>2. Ms S. Maity Asstt.Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in</p> </td> </tr> </table>		<p>1. Shri S. S. Pandit, Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-265161 E-Mail – sspandit.hdc@nic.in</p>	<p>2. Shri s. Biswas Asstt. Manager(Admn.), Haldia Dock Complex, Ph. No. 03224 265117 Email- samarb.hdc@gov.in</p>	<p>1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- smukherjee@mstcindia.co.in Google hangout ID (for chat) - mstceproc@gmail.com</p>	<p>2. Ms S. Maity Asstt.Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in</p>
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	<p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p>					

	<p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> • Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". • Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
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 selecting 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 and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : 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.	Vendors are instructed to use Attach Doc button under AUC Floor Manager menu. Multiple documents can be attached. Maximum size of single document for upload is 5 MB.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC Ltd. (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.</p>
8.	E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.

9.	Bidding in e-tender:	
	a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees 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 bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu→ AUC Floor Manager→ live event →Selection of the live event→ Common Terms→ Attach Doc→ Techno Commercial Bid→ Price Bid→ Final Submission.
	d.	The Tenderer should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the Tenderer will not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, Tenderer should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then Tenderer should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the Tenderer can click on the "Final Submission" button to register their bid.
	NOTE: - The Techno-Commercial Bid & Price Bid cannot be revised once the 'Final Submission' button has been clicked by the bidder.	
	a.	In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier.
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	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.
	g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any Tenderer confirms his acceptance of terms & conditions for the tender.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.	
11.	No deviation to the technical and commercial terms & conditions are allowed.	
12.	After submitting online bid, the Tenderer cannot access the tender, once it has been submitted with digital signature.	
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.	
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid	

	down in the website www.mstcecommerce.com/eprchome/kopt of MSTC Ltd.
15.	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.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.	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 along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
21.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23.	Due date of submission of tender will not be extended under any situation.

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 → 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 by 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 CAPTHA 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 Bidders 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.

An 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, IFSC 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.

**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 A.C. Motor Cab/ Maxi Cab under Haldia Dock Complex.
2. Rates shall include all taxes & other charges related to run the vehicle which is applicable excepting GST, Toll Tax etc. Rates shall also include incidental and contingent work, not specifically mentioned in the contract but necessary for its efficient and satisfactory implementation. The GST during the contract period shall be paid extra as applicable against submission of documents. Percentage of GST presently applicable shall be mentioned at Annexure – IV. Rates should also be quoted both in figures and words. 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.
3. The tenderer shall quote rate against each items of the 'Schedule of Rates' separately. No alternative mode of offer shall be accepted. Incomplete 'Schedule of Rates' shall liable the tender to be rejected. If any tenderer shall participate for part-1 they must quote also for part 2 positively.
4. The 'Price Bid' of only Techno-Commercially qualified bidders will be opened on a schedule date as mentioned in Schedule of Tender (SOT).
5. The 'Techno-Commercial Bid' shall contain only the Techno-Commercial Part of this tender document agrees by the Tenderer without price part.
6. The 'Price Bid' shall contain 'Schedule of Rates' duly filled 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.
7. The tenderer shall be deemed to have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, and Period of Contract etc.
8. The tender including Price Bid shall remain valid for acceptance for a period of 6 months from the date of opening of the tender.
9. **Eligibility Criteria**

Work Experience and Financial Capability :-

- a) **The tenderer must possess experience of having successfully completed works of supply and operation of vehicles in transportation of employees in different Govt, PSU, reputed Private organizations during a period of last 7 years ending on 31.10.2017 as follows :-**

At least 1 Work order worth not less than	Rs 12.84 lakhs
At least 2 Work orders each worth not less than	Rs 8.03 lakhs
At least 3 Work orders each worth not less than	Rs 6.42 lakhs

- 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 4.82 lakhs.**

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

- a) **Copies of Work Order(s) and Work Execution Certificate of successfully completed works/ contracts in support of their claim of work experience.**

Note: The work execution certificate must contain the following information such as i) Work Order number, ii) Period of contract iii) Actual Payment made for the supply/ works relating to Work Order and Period of contract concerned.

- b) **Copies of Annual Accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2017.**
- c) **Copy of GST Registration Certificate.**
- d) **Copy of upto date Professional Tax Payment Challan for the tenderer.**
- e) **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.**
- f) **Copy of valid Trade Licence.**
- g) **Copy of certificate from R.P.F.C. and E.S.I.C. indicating respective Code No(s), if applicable.**
- h) **Certified copy of Memorandum of Association, in case the tenderer is a company.**
- i) **Partnership deed (duly attested) in case the tenderer is a partnership firm.**

11. The cost of tender document is Rs.1770/- (Rupees one thousand seven hundred seventy only) including GST @18%, which is non-refundable & non-adjustable. Tenderer should deposit tender document fee before filling and submission of bids.
12. The tenderer shall furnish the address of his Head Office & Local Office(s) with respective telephone numbers, mobile, fax, e-mail etc., if any.
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 make inspection of the supply and running points to get fully acquainted with locations. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the 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 08.12.2017 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 07.12.2017 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, Email- sspandit.hdc@nic.in; samarb.hdc@gov.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 or Quasi-Government Agency or PSU. If a tenderer has been banned/de-listed by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid. Such a declaration shall be given as per format given at **Annexure-V**.

NOTE: The tenderer shall also submit the following declarations along with the techno-commercial part of the tender: -

- A declaration that the tenderer(s) are fulfilling the eligibility criteria.
- A declaration that the tenderer(s) have not been de-barred / de-listed by any Govt. / Semi-Govt. / PSUs.
- A declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of HDC.



**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the Admn. Division, Jawahar Tower Annexe,
: -Haldia Township, Dist.: Purba Midnapore.
E-mail id: sspandit.hdc@nic.in; samarb.hdc@gov.in
Fax No. 03224 263251

ANNEXURE –III

Commercial Terms & Conditions:

Sl. No.	Terms & Conditions	Response
1.	<p>Scope of Work :</p> <ul style="list-style-type: none">➤ The work comprises supply and operation of motor cab/ maxi cabs on casual hiring basis as & when required as per specification given below (2.1 & 2.2) with drivers for transporting officials of Kolkata Port Trust/ Haldia Dock Complex (hereinafter referred as KoPT/HDC) and/or HDC's guests within Kolkata Metropolitan area and for journey between Kolkata to Kolaghat or Haldia and to other places as may be necessary from time to time.a. Motor cab/ maxi cab will be required on casual hiring basis. If required, successful tenderer shall also supply the additional cars in a month during the contract as per same rate, terms and conditions.b. Motor cab preferably Tata Indigo, Swift Dezire, Swift Dezire (Tour), Ambassador, Ertiga or equivalent minimum seating capacity 4+1, and Maxi cab (above 2000 CC) preferably Innova, Xylo, Scorpio, enjoy or equivalent and registered as commercial, must be diesel driven, minimum seating capacity 7+1 which may be deployed on daily casual hiring basis as & when required.➤ The successful contractor shall have to make all arrangements for both types of vehicles in Part-A & Part-B for obtaining route permit, fitness certificate, payment of all taxes, insurance, procurement of fuel, lubricants, spares, tyres etc. at his own cost and arrangements for running the vehicles. The following category of vehicles will be required.	AGREE

2.	<p>Specification of vehicles:</p> <p>2.1 The contractor shall have to supply good condition motor cab/ maxi cab must registered as commercial vehicle, year of registration 2016 onwards, air-conditioned, Bharat Stage-IV for the purpose of hiring and acceptable to HDC. The vehicles should have good quality cushion seats and back rests with neat, clean and proper upholstery. All motor cab/ maxi cabs provided should have neat and clean towels covering the seats.</p> <p>2.2 Vehicles supplied by the Contractor shall have such permits / license issued by the concerned authority permitting use of the motor cab/ maxi cab 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.</p> <p>2.3 If require 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
3.	<p>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.</p>	AGREE
4.	<p>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.</p>	AGREE
5.	<p>Due date of submission of tender will not be extended.</p>	AGREE
6.	<p><u>Timings:</u></p> <p>6.1 The vehicles duty period will be counted from reporting time to releasing time. Empty reporting or empty returning will be given as per details in clause 6.3 below.</p> <p>6.2 The above specified normal duty hours may be changed by the users on the basis of work requirement.</p> <p>6.3 Duty period will be counted from reporting time to releasing time. For empty reporting to Kolkata/Kolaghat/ Haldia/ other places or empty</p>	AGREE

	<p>returning from Kolkata/Kolaghat/ Haldia, the contractor will be given, apart from mileage, an additional 1 hour 30 minutes from Kolaghat and 2 hours 30 minutes from Haldia against reporting/releasing time. For other places falling outside the municipal limit of Kolkata Corporation the reporting or releasing time will be counted at the rate of two minutes per km. distance from the KoPT Head Office at 15, Strand Road, Kolkata-700001.</p> <p>6.4 For the purpose of this contract, a “Day” shall mean midnight to midnight and a “Month” shall mean English calendar month.</p>	
7.	<p><u>Compensation</u></p> <p>7.1 The contractor shall be liable to pay penalty of Rs.2000/- per car per day for non supply of vehicle.</p> <p>7.2 If any vehicle is broken down during duty period and not replaced within 1 hour or time lost due to fuelling during duty, compensation shall be recovered as Rs. 300.00 per hour subject to a maximum of Rs.2000/- for that day in addition to non-payment of run on the day.</p> <p>7.3 Such compensation shall be recovered from the running bill of the contractor.</p>	AGREE
8.	<p><u>Requirement of Motor cab/ Maxi Cab</u></p> <p>During currency of the contract, as and when required by the Trustees, the contractor shall provide additional motor cab/ maxi cab(s) at the same rate, terms & conditions. Such additional motor cab/ maxi cab(s) shall be provided by the contractor to the Trustees within one day from the date of issue of the order in this regard by the Sr. Dy. Manager (Admn.), failing which the contractor shall be liable to pay penalty for non-supply of motor cab/ maxi cab as per clause (7.1) above.</p>	AGREE
9.	<p><u>Accommodation for garage:</u></p> <p>The contractor shall make his own arrangements for parking the motor cab/ maxi cabs. Charges, if any, for empty run of the motor cab/ maxi cab from the contractor’s garage to the reporting point at the starting of Trustees’ daily duty and also from releasing point to the contractor’s garage at the end of the Trustees’ daily duty shall be included while quoting rate under Fixed charges in the ‘Schedule of Rates’.</p>	AGREE

10.	<p><u>Period of Contract :</u></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. Successful tenderer shall supply the vehicle within 15 days from the date of placement of work order. Otherwise, same would be treated as non supply of vehicle and penalty will be imposed in terms of clause no. 7.1 of the commercial terms & conditions of tender document.</p>	AGREE
11.	<p><u>Termination of Contract Either in Part or in full :</u></p> <p>11.1 If at any time during the period of contract it is observed that motor cab/ maxi cab is / are not being supplied as per desired specification and / or the motor cab/ maxi cab are not being operated and maintained properly and / or the legal obligations in respect of supply and operation of motor cab/ maxi cabs are not being fulfilled by the contractor and / or the numbers of motor cab/ maxi cab required by HDC has decreased from its original estimate, the Sr. Dy. Manager (Administration), HDC through his authorized representative shall assess the position and if he is of the opinion that the conditions of the motor cab/ maxi cab and / or operation of the motor cab/ maxi cabs 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 motor cab/ maxi cab(s) no longer exists, Sr. Dy. Manager (Administration), HDC 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>11.2 Upon termination of the contract, for any of the reasons indicated in clause- 11.1, the Sr. Dy. Manager (Admn.), HDC shall be entitled to carry on the transport services at the risk and expenses of the contractor through an 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 Trustees are 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>	AGREE

12.	<p><u>Operating and Maintenance Crew :</u></p> <p>12.1 The contractor shall at his cost maintain sufficient numbers of drivers, cleaners, etc. for smooth and efficient running of the motor cab/ maxi cab provided to Trustees. The drivers must possess, at all the time, valid driving license and shall have sufficient relevant experience with good record of driving.</p> <p>12.2 The contractor shall be responsible for satisfactory service of his employees. In the event Trustees are 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>	AGREE
13	<p><u>Running and Maintenance :</u></p> <p>13.1 All the motor cab/ maxi cab on hire shall be kept in good operative condition at all times during the period of contract.</p> <p>13.2 Procurement of fuel, lubricants, spares, tyres etc. shall be arranged by the contractor at his own cost.</p> <p>13.3 All maintenance, repairs, check up etc. shall be arranged by the contractor at his own cost.</p> <p>13.4 At the time of reporting for duty in the morning the motor cab/ maxi cab shall be provided with necessary fuel, lubricants etc. by the contractor. No time or kilometer run shall be allowed by Trustees for refueling during the duty period. The time lost, if any, for refueling shall be dealt as per provisions of Clause (7.2) above.</p> <p>13.5 In case of breakdown / accident or withdrawal of any motor cab/ maxi cab by the contractor for any reasons whatsoever, suitable replacement shall immediately be made by the contractor by providing another motor cab/ maxi cab of required specification and acceptable to Trustees.</p> <p>13.6 In case any fuel is issued to the contractor from the Trustees' pump, cost of the same shall be recovered from the running bill of the contractor at the Trustees' cost price plus 19.25% departmental charges.</p>	AGREE

	13.7 In case of abandonment of the work of supplying motor cab/ maxi cab to the Trustees within the contract period, the Trustees shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.	AGREE				
14.	<p><u>Contractor to Indemnify KoPT :</u></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>	AGREE				
15.	<p><u>Earnest Money :</u></p> <p>15.1 Earnest Money of Rs 96,300/- and cost of Tender Document of Rs. 1770/- including GST @18%, shall be deposited by the tenderer along with the tender through RTGS or NEFT as mentioned Scheduled of Tender (SOT).</p> <p>15.2 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>15.3 The Earnest Money is liable to forfeiture if the tenderer submits any forged documents or after submitting the tender withdraws from or modifies his offer unilaterally.</p> <p>15.4 The Earnest Money deposited by the unsuccessful tenderers shall be refunded without any interest after finalization of the tender.</p>	AGREE				
16.	<p><u>Security Deposit:</u></p> <p>16.1 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" data-bbox="407 1562 1312 1696"> <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>16.2 The Security Deposit shall have to be deposited in the form of Demand Draft on any nationalized bank in favour of Haldia Dock Complex; Kolkata Port Trust and payable at Haldia or in Bank Guarantee [in a non Judicial Stamp paper of denomination of Rs. 50/- or</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	AGREE
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					

	<p>more] and as per proforma available with the tender document within a month from the date of commencement of the contract. If the successful tenderer fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the running bill of the successful contractor for the first six months proportionately.</p> <p>16.3 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>	
17.	<p><u>Payment of Bills:</u></p> <p>17.1 Payment shall be made within 20 days (HDC/KoPT office working days) after the date of submission of clear and complete bill in all respect by the party.</p> <p>17.2 The contractor shall submit bills (4 copies) every month along with the relevant log books and trip statements duly signed and filled to the office of Sr. Dy. Manager (Admn.).</p> <p>17.3 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 submit the following details:-</p> <p>1) Bank A/c No. 2) Name of Bank 3) Name of Branch; 4) Branch Code; 5) IFS Code (if applicable) 6) Full address of Branch 7) FAX No. & Phone No. of Branch 8) The bill invoice should be in compliance with provisions of GST invoice Rules.</p>	AGREE
18.	<p><u>Supply of Sub Standard Motor cab/ maxi cabs:</u></p> <p>18.1 No relaxation shall be made regarding specifications of the motor cab/ maxi cab as stipulated in Clause 2 hereinbefore.</p> <p>18.2 In case the contractor provides vehicles which do not fulfill any / all of the specifications as mentioned in Clause 2 of commercial terms & conditions</p>	AGREE

	<p>hereinabove, supply of non-commercial vehicles will be treated as sub-standard vehicles. Compensation under these circumstances will impose under clause 7.1 of commercial terms & condition of Contract. The rate of fixed charge shall be reduced by 20 % per day for the first ten days the said sub standard vehicles is / are supplied, by 40 % per day for the next ten days of supply of the sub-standard vehicles and by 50 % per day for supply of sub-standard vehicles thereafter and action in terms of Clause 11 of the Contract may also be taken.</p> <p>18.3 The Sr. Dy. Manager (Admn.)'s decision in the matter shall be final and binding on the contractor.</p>	
19.	<p><u>Log Book and Reckonable Kilometer age :</u></p> <p>19.1 Printed Log Book in prescribed format shall have to be supplied by the Contractor at his own cost for each motor cab/ maxi cab.</p> <p>19.2 The Log Book shall contain the following items :-</p> <ol style="list-style-type: none"> a. Date, Motor cab/ maxi cab No., Route No. , Description of each trip, Km travelled against each trip, total kilometer run in a day, releasing and reporting time b. Kilometre run shall be measured from starting to finishing point. The to & fro distance between the contractor's garage and the starting / finishing point shall not be reckoned for the purpose of calculation of total actual run of the motor cab/ maxi cab(s). 	AGREE
20	<p>Placement of motor cab/ maxi cabs for inspection before commencement of contract:</p> <p>20.1 The contractor shall place the motor cab/ maxi cab (as per specifications) intended to be supplied to the Trustees along with relevant papers e.g. Blue Book, 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>20.2 If the contractor fails to act as per clause 18.1 above, the contractor shall be liable to forfeiture of the Earnest Money without prejudice to any other action the Trustees may deem fit to take and the tender shall be liable to be rejected.</p>	AGREE

21.	<p>Periodical Inspection During Contract Period :</p> <p>21.1 During currency of contract all the motor cab/ maxi cab will be subject to periodic inspection by Sr. Dy. Manager(Admn.), and if in his opinion any motor cab/ maxi cab is found to be unfit for service under Haldia Dock Complex , the same shall be forthwith replaced by the contractor by another motor cab/ maxi cab of required specification and acceptable to the Trustees.</p> <p>21.2 If the contractor does not discontinue the supply of sub-standard motor cab/ maxi cab to the Trustees, the rate of fixed charge for such sub-standard motor cab/ maxi cab shall be paid in accordance with the provision of Clause 17.2 thereof.</p>	AGREE
22.	<p>Permit/ Licence :</p> <p>All the motor cab/ maxi cab supplied by the Contractor shall have permits / license issued by the concerned authority permitting use of the motor cab/ maxi cab on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license. If Port Entry permit is required, contractor shall have to obtain at his own cost & arrangement. Trustees shall not accept any liability whatsoever in the matter.</p>	AGREE
23.	<p><u>Taxes, Labour Laws and other Regulations :</u></p> <p>23.1 The contractor shall fulfil all legal obligations in respect of supply of motor cab/ maxi cab. Trustees shall accept no liability whatsoever in the matter and also in case of accident, all the liability towards the driver, passengers and the third party etc. shall be borne by the successful contractor.</p> <p>23.2 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 which are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the contractor. The Trustees 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</p>	AGREE

	<p>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 of wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the Trustees. The contractor shall be liable to pay any increase of wages / salaries of his employees during the contractual period. However, Service Tax shall be paid extra as applicable.</p> <p>23.3 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, Industrial Dispute Act, 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>23.4 The contractor shall defend, indemnify and hold Trustees 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>23.5 The contractor shall also be responsible for compliance of all regulations and restrictions imposed under the MV Act as applicable.</p> <p>23.6 The contractor shall at his cost arrange all road permits, permission / approval from any authorities whatsoever, in connection with plying of the motor cab/ maxi cab.</p> <p>23.7 The provisions of the EPF & MP Act – 1952 and the rules / schemes framed there under 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>23.8 The contractor shall indemnify the Trustees from the</p>	
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	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.	
24.	<p><u>Insurance :</u></p> <p>The motor cab/ maxi cab provided to the Trustees at any point of time during the contract period shall be covered by comprehensive insurance.</p>	AGREE
25.	<p><u>Non-assignability :</u></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>	AGREE
26.	<p><u>Deployment of supervisor for daily co-ordination :</u></p> <p>The contractor shall depute one of his supervisors at the office of Sr. Dy. Manager (Admn.) during office hours for day to day co-ordination. No extra charge shall be paid for this.</p>	AGREE
27.	<p><u>Contract Agreement :</u></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. Form of such agreement will be available in the office of the Sr. Dy. Manager (Administration).</p>	AGREE
28.	<p><u>Evaluation Criteria of Tender :</u></p> <p>28.1 Evaluation will be done, subject to fulfilling pre-qualification criteria and all required conditions including acceptance to terms & conditions contained in the tender, evaluation of the offers received from tenderers who will be found techno commercially qualified by KoPT as per provisions of this tender will be based on the minimum financial involvement to the port.</p> <p>28.2 Evaluation shall be considered on the basis of data given at ANNEXURE –VII as Part-1 and Part-2 together excluding GST. GST will be paid extra on actual basis.</p> <p>28.3 <u>Calculation for Part- 1</u></p>	AGREE

	<p>Rate of 1(A) x 8600 + 1(B) (rate per hour to be quoted by the tenderer x 85)</p> <p>28.4 <u>Calculation for Part- 2</u></p> <p>Rate of 1(A) x 1500 + 1(B) (rate per hour to be quoted by the tenderer x 15)</p> <p>28.5 Summation of Part- 1 & Part- 2 together</p>	
29	<p><u>Force Majeure:</u></p> <p>29.1 Force Majeure Event – Force Majeure Event shall mean any event or circumstance or a combination of events and/or circumstances which materially and adversely affect the successful bidder in due performance of its various obligations under the contract.</p> <p>29.2 Notice of Force Majeure Event – The successful bidder shall give notice to Haldia Dock Complex, Kolkata Port Trust in writing of the occurrence of the Force Majeure Event [“the Notice”] as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.</p> <p>The notice shall inter-alia, include full particulars of:</p> <p>(a) The nature, time or occurrence and extent of the Force Majeure Event with evidence in respect thereof,</p> <p>(b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the successful bidder to perform its obligations under the contract,</p> <p>(c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and</p> <p>(d) Any other relevant information.</p> <p>29.3 Period of Force Majeure – Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in respect of the Force Majeure Event until the earlier of:</p> <p>(a) Expiry of the period during which the successful bidder is excused from performance of its obligations in accordance with clause 11.1.</p> <p style="text-align: center;">Or</p> <p>(b) Termination of the contract pursuant to clause 11.2 hereof.</p> <p>29.4 Performance Excused – The successful bidder, to the extent rendered unable to perform its obligations or</p>	AGREE

	<p>part thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.</p> <p>29.5 Resumption of Performance – During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify Haldia Dock Complex, Kolkata Port Trust of the same in writing.</p> <p>29.6 Extension of time for performance of obligations – Haldia Dock Complex, Kolkata Port Trust may grant extension of time to the successful bidder for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by Haldia Dock Complex, Kolkata Port Trust.</p> <p>29.7 Termination due to Force Majeure Event – If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.</p>	
30.	<p><u>GENERAL CONDITIONS OF CONTRACT</u></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 (Administration), Jawahar Tower Annexe Building, Haldia Township, Haldia, Purba Medinipur.</p>	AGREE

ANNEXURE –IV

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

DECLARATION BY THE TENDERER FOR DOWNLOADING THE TENDER DOCUMENT

Sr. Dy. Manager (Admn)
Haldia Dock Complex

Tender No. ADMN/ T/KOLKATA/2017-20

**Name of work: SUPPLY & OPERATION OF A.C. MOTOR CAB/ MAXI CAB
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 is being GST registered? Yes/ No
Rate of GST as applicable in percentage. -----%

Is the company submitted the break-up of the percentage of taxes presently applicable? 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

Is the company furnished the documentary evidence against pre-qualification criteria along with his offer? Yes/ No

Is the company confirmed 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

ANNEXURE –V

(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 copies of GST Registration Certificate.
 - I/We declare that I/We have not been debarred or de-listed by any Govt. or quasi – Govt. agencies or PSUs in India.
- 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-VI

(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,

1. 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 annul 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 -VII

**TENTATIVE MONTHLY USE OF CASUAL
MOTOR CAB/MAXI CAB UNDER HALDIA DOCK COMPLEX**

Category	Monthly average number of cars deployed	Tentative monthly average KM run for all cars taken together	Tentative monthly average hours run (if cost of km run is less than cost of hours)
Part-1	35	8600	85
Part-2	04	1500	15

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

TENDER DOCUMENT

F O R

SUPPLY AND OPERATION OF A.C. MOTOR CAB/ MAXI
CAB

U N D E R

HALDIA DOCK COMPLEX

PRICE PART

[Must be submitted through
http://www.mstcecommerce.com/eprochome/kopt/buyer_login.jsp]

ANNEXURE- VIII

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

SCHEDULE OF RATES

PART- 1

Sl. No.	Description	Rate in Rs. (also in words)	Unit
I	Supply for Motor Cab (below 2000 CC) on Casual hiring basis as per specifications mentioned in scope of work and description of vehicles of the Commercial Terms & Conditions , including payment of all taxes, duties, insurance premiums, etc, obtaining required fitness certificates, permits, licences as may be necessary, providing all necessary lubricants, spares, tyres, etc. required for smooth and efficient running of the vehicles inclusive of wages, etc., for operating and maintenance crew and all other charges and costs involved therein as per terms and conditions of the contract and also as per direction of HDC. GST, Toll Tax etc. shall be paid extra as applicable during the contract period against submission of documents and also as per direction of HDC.		
(A)	Charges for supply of vehicle per km.	Rs. _____	Per Kilometer
(B)	Charges for supply of vehicle per hour	Rs. _____	Per hour
(C)	Applicable GST in percentage on Rate under both BOQ item (A) & (B) above.	% ----- -----	

Payment would be made on the basis of cost of km. run or cost of hours per vehicle in a day would be paid to the successful tenderer whichever is higher.

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

SCHEDULE OF RATES

PART- 2

Sl. No.	Description	Rate in Rs. (also in words)	Unit
I	Supply for Maxi Cab (above 2000 CC) on Casual hiring basis as per specifications mentioned in scope of work and description of vehicles of the Commercial Terms & Conditions , including payment of all taxes, duties, insurance premiums, etc, obtaining required fitness certificates, permits, licences as may be necessary, providing all necessary lubricants, spares, tyres, etc. required for smooth and efficient running of the vehicles inclusive of wages, etc., for operating and maintenance crew and all other charges and costs involved therein as per terms and conditions of the contract and also as per direction of HDC. GST, Toll Tax etc. shall be paid extra as applicable during the contract period against submission of documents and also as per direction of HDC.		
(A)	Charges for supply of vehicle per km.	Rs. _____	Per Kilometer
(B)	Charges for supply of vehicle per hour	Rs. _____	Per hour
(C)	Applicable GST in percentage on Rate under both BOQ item (A) & (B) above.	% ----- -----	

Payment would be made on the basis of cost of km. run or cost of hours per vehicle in a day would be paid to the successful tenderer whichever is higher.

**SPECIMEN BANK GUARANTEE
PERFORMANCE / SECURITY DEPOSIT**

[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 CAB/ MAXI CAB 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.