

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
GENERAL ADMINISTRATION DEPARTMENT
TENDER NOTIFICATION

TENDER NO. : ADMN/T/138 Dated: 1.4.2015

Subject : **Hiring of Turn-out-Van (24 hrs. fixed duty, model-Tata-410)**

Last date of submission	Upto 14.00 hours on 30.4.2015
Date & time of opening of Techno-commercial bid of Tender	At 15.30 hours on 30.4.2015.

15, Strand Road,
Kolkata- 700 001

Price :Rs.1000.00 per set (Non-refundable)

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Subject : **Hiring of Turn-out-Van (24 hrs. fixed duty, model-Tata-410)**

Sealed tenders in prescribed form are invited from Transport Contractors for supply of two numbers of van, on hire basis, to ply within West Bengal. The contract will be for 2 years from the date of effect.

i)	Tender Document Fee	Rs.1000/- per set.
ii)	Earnest Money	Rs. 87,600/-
iii)	Security Deposit	Rs.10 % of the value of contract for 2 years.
iv)	Estimated Cost	Rs. 43,80,000/-
v)	Sale of Tender Document	From 6.4.2015 to 26.4.3.2015 during Office Hours (except Saturdays, Sundays & holidays)
vi)	Pre-bid Meeting	At 16.30 hours on 27.4.2015 at Conference Room, KoPT Head Office.
vii)	Last date of submission of Tender	Upto 14.00 hours on 30.4.2015
viii)	Date & time of opening of Techno-commercial bid of Tender	At 15.30 hours on 30.4.2015.
	Opening of Price Bid	Tentatively on 7.5.2015

Tender document may be obtained from the office of Administration Department at 15, Strand Road, Kolkata – 700 001 on deposition of Rs.1000/- in cash, towards the cost of tender document, against application. Alternatively, the prospective tenderers may download the complete tender document from Kolkata Port Trust's (KoPT's) website www.kolkataporttrust.gov.in and in that case, the prospective tenderers would be required to deposit Rs.1000/- in the form of Bank draft/Banker's cheque (in favour of 'Kolkata Port Trust' from any scheduled bank, payable at Kolkata) along with the filled up techno-commercial part of the tender. The tender will not be accepted if it is not accompanied by the requisite draft/bankers' cheque towards cost of tender document, in case the same is downloaded from KoPT's website.

The Trustees reserve the right to reject any or all the tenders fully or partly without assigning any reason thereof.

Secretary

**KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
GENERAL ADMINISTRATION DEPARTMENT
15, STRAND ROAD,
KOLKATA – 700 001**

GENERAL INSTRUCTIONS TO TENDERERS

To,
M/s.....

Dear Sirs,

Subject : Tender for supply of Turn-out-Van (24 hours fixed duty) on hire within and outside the limits of Kolkata Municipal Corporation extending upto Haldia, Berhampore, Diamond Harbour, Budge Budge, Roychowk, Saugor Island etc., for a period of two years

Sealed tenders are invited from Transport Contractors for supply of 24 hours fixed duty van on daily hire basis, including supply of driver & attendant, fuel, lubricating oil and all other allied operational and maintenance requirements to the operational units of the Trustees within and outside the limits of Kolkata Municipal Corporation extending upto out station points such as Haldia, Berhampore, Diamond Harbour, Budge Budge, Roychowk, Saugor Island etc. for a period of two years in accordance with the conditions of contract. Rate Schedule, Form of Tender etc. are attached herewith.

2. Earnest Money Deposit (EMD)

Each tenderer shall have to deposit a sum of Rs. 87,600/- by Banker's cheque or Pay Order or Demand Draft as Earnest Money, which should be submitted along with the techno-commercial part of the tender without which no tender will be accepted. In case the prospective tenderers download the tender document from KoPT's website, Earnest Money may also be deposited in the form of Banker's cheque or Pay Order or Demand Draft from any scheduled Bank drawn in favour of 'Kolkata Port Trust', payable at 'Kolkata', along with the techno-commercial part of the tender.

3. Refund/Adjustment of EMD & Security Deposit (SD)

The amount of Earnest Money will be refunded to the unsuccessful tenderer(s) without interest, after issuance of work order to the successful tenderer.

In case of the successful tenderer(s), the Earnest money will be converted into a part of Security Deposit for which a fresh Treasury Receipt will be issued and the party shall also have to deposit the balance amount as Security Deposit within 7 days from

the date of receipt of intimation to this effect. The following balance amount of security deposit either in cash or in the form of Bank Guarantee or in combination of cash & Bank Guarantee have to be deposited where the Bank Guarantee should be on non-judicial stamp paper of at least Rs.50/- from a Nationalized Bank's Kolkata Branch, valid for two years & three months, as per proforma at **Appendix 'A'**:-

Type of vehicle	Amount of Security Deposit	Amount of Earnest Money Deposit	Balance amount of Security Deposit for successful tenderer
Turn-out –van	Rs.10 % of the value of contract for 2 years	Rs. 87,600/-	

Delay or failure to deposit Security Money either in cash or in Bank Guarantee or in combination of cash and Bank Guarantee will render the Earnest Money liable to forfeiture by KoPT. The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

4. Refund of Security Deposit:

On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them subject to the following conditions:

- a) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by KoPT.
- b) The contractor shall have to apply for the refund of Security Money along with Original Money Receipt (TR) issued against Security Deposit.
- c) Before releasing the Security Money, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the contractor may furnish the certificate in the following format :

“I/We hereby certify that there is no claim against KoPT under contract No for the job..... except to the extent of the claims preferred by me/us as per the under-noted bills already submitted to you.”

5. Validity of Tender

The tender shall remain valid for acceptance for a period of 6 (six) months from the date of opening of the price part of the tender. If any tenderer withdraws his tender

before the aforesaid six months, the Earnest Money deposit will be liable to be forfeited.

6. **Deviation**

It is impressed upon the tenderer that the instant tender should be based on the conditions and specifications stipulated in the tender documents and that the tenderer shall not stipulate his own terms and conditions in deviation thereof. Such deviations, apart from the likelihood of vitiating the tender, will lead to non-uniformity of tender and might also make evaluation of tenders difficult and accordingly, will render such tender liable to rejection/cancellation. However, if the tenderer feels that deviation is unavoidable, he should place the same, clause-wise with justification, in the Pre-Bid meeting. The decision taken during the aforesaid Pre-Bid meeting on the proposed deviations will, however, be binding on the tenderers.

7. **Manner of submission of tender**

The tender must be submitted in sealed cover superscribed “**Tender for supply and operation of Van**” and put in the Tender Box bearing the same superscription kept for the purpose in the office of the Administration Dept. by **14.00 hours on 30.4.2015**. The manner of submission of tenders shall be as detailed below:

- i) The three separate sealed covers should indicate whether the contents are “**Techno-Commercial Bid**”, “**Price Bid**” (without any over-writing and without mentioning any condition) and “**Miscellaneous**” {containing Banker’s cheque or Pay Order in original as Earnest Money, cost of Tender documents of Rs.1000/- (By TR/Banker’s cheque/ Pay Order in original,) and Check List (as per format at Appendix-‘B’) of required documents duly filled in by the tenderer}. Each cover should be duly superscribed with the tender number and the title of the work.
- ii) All the above three covers will be sealed in another outer cover duly superscribed “**Tender for supply and operation of Turn-out-vanb(24 hrs. fixed duty)**”.
- iii) The sealed cover, superscribed “**Techco-commercial Bid**” should contain the **self-attested, legible** copies of the following :-
 - a) Valid & relevant Trade Licence,
 - b) Partnership deed, in case the tenderer is a partnership firm,
O R
Certified copy of Memorandum of Association, in case the tenderer is a company,
OR
Statement indicating that the tenderer is a proprietorship firm.

- c) Documents relating to **audited** financial position including copies of the Balance Sheet, Profit & Loss Account for last three financial years ending March-2014. **The expenditure towards the present contract for supply and operation of van at KDS for the forthcoming two years is likely to be Rs.43,80,000/-. Average annual financial turnover of the tenderer during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.**
- d) A separate forwarding letter indicating **unconditional** acceptance of KoPT's Terms & Conditions in full.
- e) Signed & stamped copies of KoPT's Tender Documents (i.e. each page of the tender document needs to be signed & stamped by the tenderer) including cancelled, blank Rate Schedule i.e. without any price.
- f) Supporting documents regarding tenderer's capabilities for supplying van as possible out of those listed in Serial No.18 of 'Special Conditions of Contract'. The details of the van intended to be supplied by them, may be furnished in the **Appendix 'C'** of this tender document.
- g) The tenderer should have experience of having successfully completed works of supply and operation of vehicles in transportation in different organizations during a period of last 7 years (ending on 31.3.2014) as follows:
 - (I) At least 3 completed works each worth not less than **Rs.17,52,000/-**
Or
 - (II) At least 2 completed works each worth not less than **Rs.21,90000/-**
Or
 - (III) At least 1 completed work worth not less than **Rs35,04000/-**

[Work Order(s) and Completion Certificate(s) must be produced]
- h) Service Tax Registration Certificate showing 15 digits PAN based Service Tax Code No.
- i) The intending tenderer shall intimate whether they are covered. Come under the purview of Employee Provident Fund and Miscellaneous Provident Fund Act. 1952. If they are registered they are to submit the photocopy of the valid certificate. If not registered, written justification will be required.
- j) Valid document of up-to-date payment of Professional Tax.
- k) Copy of Income Tax Permanent Account Number Card.
- l) Copy of ESI Registration Certificate. [(i) If the party is not covered under ESI Act or exempted, necessary documents along with an Affidavit before a First Class Judicial Magistrate (**Appendix – D**) have to be submitted. (ii) If the party is not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour, on a Non-Judicial

Stamp Paper worth of at least Rs.50/- (**Appendix – E**), which should be submitted along with Techno-commercial Bid].

- m) The successful tenderer must have an office in the Kolkata Corporation area, otherwise, their offer may not be accepted. Accordingly, the full address of the contractor's Kolkata Office with the name of the contact officials alongwith the contact telephone Nos., fax Nos, mobile phone Nos., e-mail ID etc. should be furnished in **Appendix F** so that they may be contacted by the KoPT officials/users, as and when required.
- n) A separate letter indicating whether the tenderer was not black-listed/banned/de-listed/de-barred earlier by Central/State Govt. or Central/State PSUs or Central/State Autonomous Bodies. If so, particulars thereof.
- o) Signed & stamped copies of KoPT's Record Note of discussion in the Pre-bid meeting, if circulated (i.e. each page of that document needs to be signed & stamped by the tenderer).

Tenderer may note that, experience certificate and financial position as sought in the tender, must be submitted along with techno-commercial bid. Non-submission of said documents will be treated nonresponsive and will be liable for rejection.

8. The contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors & for such cancellation, KoPT will under no circumstance be liable for any financial repercussion to the contractor(s):-

- a) Non-placement of any vehicle as per requisition, for more than 3 occasions.
- b) Breach of any terms and conditions of contract.
- c) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage/loss to the property/material of KoPT or any inconvenience to the KoPT.
- d) Any other reasons.

The decision of the Chairman, KoPT to this effect, shall be final & binding on the contractor.

9. **Production of Original Documents**

The successful tenderer shall be required to produce the relevant Blue Book(s), Permit, valid Insurance and up-to-date Road Tax Clearance Certificates in respect of each supplied vehicle and all other relevant documents as mentioned from (a) to (c), (g) to (m) above, in original, as and when called for by the KoPT officials/users.

10. **Pre-Bid Meeting**

Tenderers, who have purchased the tender documents with requisite fees or downloaded the same, are advised to attend the Pre-bid meeting with receipt of cost of tender documents, in order to make themselves fully aware of the work conditions. In the event of non-attendance of the Pre-bid meeting by the Tenderers, it would, however, be presumed that the tenderer has fully considered all factors, risks & contingencies which will have direct & indirect impact on his expenses & profit from the work and no correspondence from the tenderer/contractor in this regard would be entertained. The 'Record Note of discussion' of the Pre-bid meeting, if circulated, would also be made available in the website of Kolkata Port Trust.

11. **Adherence to Rules & Regulations**

The contractor(s) shall strictly adhere to all rules and regulations as laid down by the Central/State Government, Regional Transport Authority, West Bengal Fire Service and Kolkata Port Trust or any other statutory body in respect of execution of the contract.

12. **Compliance of relevant Acts, Ordinances etc. :**

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.

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

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

13. **Formal order:**

Formal order will be placed on the successful tenderer(s) after deposition of the Security Money and signing of Contract Agreement.

Tentatively, the contractor shall be required to commence supply of vehicles w.e.f. 1.6.2015.

14. **Contract Agreement**

The successful tenderer(s) shall be required to execute at his (their) own cost and expenses a 'Contract Agreement' on a non-judicial stamp paper of not less than Rs.50.00 (Rupees Fifty only) signed jointly by the representatives of KoPT & Tenderer under official seals, as per the format at **Appendix 'G'**.

15. **Dispute :**

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Chairman, KoPT shall be final and binding upon all parties.

If, however, the contractor is dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision, will intimate the Chairman about his desire to get the matter referred for Arbitration. The Chairman, KoPT in turn would refer the matter to an Arbitrator from the panel of Arbitrators maintained by KoPT, within 30 days from the date of receipt of such communication from the aggrieved contractor and that reference shall be deemed to be a submission to the Arbitrator within the meaning of Arbitration & Conciliation Act, 1996.

16. **Damage & loss to private property & injury to workmen:**

The contractor(s) shall at his (their) own expenses reinstate and make good to the satisfaction of KoPT and pay compensation for any injury, loss or damage accrued to any property or rights whatever including property and rights of KoPT (or Agents/servants or employees of KoPT), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further the contractor(s) shall indemnify KoPT against all claims enforceable against KoPT (or any Agent, servant or employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

17. **Insurance of the Supplied Vehicle**

Kolkata Port Trust will not be responsible for any damage to the vehicle supplied by the contractor during the course of operation and the Transport Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained.

18. **Cost for preparation of tender**

Kolkata Port Trust will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.

19. **Payment of Income Tax**

The contractor shall pay income tax on all payments made to him under this contract. The income tax will be recovered from the contractor at source at the

appropriate rate, as per relevant provision of Income Tax Act, 1961 or any amendment thereof.

20. **Not bound to accept lowest tender**

KoPT is not bound to accept the lowest tender(s) in part or in full and / or may distribute the contract between two or more tenderers without assigning any reason. A panel of supplier will be formed, in case the situation so permits.

Secretary

SPECIAL CONDITIONS OF CONTRACT

1. Scope of work :

The work comprises supply on hire basis required number of diesel-driven 24 hours fixed duty Van, as per requirement of the users, in perfect running condition with Driver, fuel, lubricants, essential stores and spares including all other allied requirement, on all working days including Saturdays, Sundays, Holidays, if required, to Trustees' departments/sections/officers for their use, as and when required, within and outside the limits of the Kolkata Municipal Corporation area extending upto Budge Budge, Diamond Harbour, Roychowk, Hooghly Point, Haldia, Berhampur, Saugor Island etc.

The scope of this tender includes supply of vans for 24 hours fixed duty, namely

- a) Two custom-built turn-out vans for Port Fire Service
- b) Open top/soft top/hard top vans, as per requirement of users.

2 Special requirements of the two custom-built turn-out vans for Port Fire Service would be as follows :-

- i) The vehicle would have sufficient lockers to keep delivery hose, hose fittings and small gears.
- ii) The vehicle would have suction covered hose tunnel for carrying at least four 10 feet long suction hoses.
- iii) The vehicle would have space with channels for carrying portable pump.
- iv) The vehicle would have comfortable sitting arrangement at the rear for 6 Nos. fire fighting crew.
- v) The vehicle would have arrangement for a fire bell in such a place from where a fire man can ring the bell easily (the bell to be supplied by KoPT).
- vi) The vehicle would have big, battery operated (to be connected with the battery of the vehicle) electrical siren, as a stand-by.
- vii) The vehicle would have revolving, battery operated (to be connected with the battery of the vehicle) beacon light mounted on the top of the vehicle.

- viii) The vehicle would have space for First Aid box (the First Aid box would be supplied by KoPT).
- ix) The vehicle would have tow hook for towing trailer pump etc.
- x) The vehicle would have space for carrying an extension ladder (10.5 m long) with suitable roller and locking system.
- xi) The vehicle would have space for setting one VHF set (the VHF set would be provided by KoPT).
- xii) The vehicle would be painted with fire red/post office red colour with the 'Port Fire Service' insignia painted in gold & black on both sides of the vehicles.
- xiii) The vehicle will have to be built as per specification on the chasis of Tata 410.
- xiv) The vehicle would be a hard top one with 2 doors at the rear.
- xv) One of the rear doors would have ladder to enable fire crew to climb on top of the vehicle.
- xvi) The platform of the vehicle should not be more than 3 ft. high from the ground.
- xvii) The tenderer will provide mobile phone facility to the driver of the vehicle for which no cost will be borne by KoPT.

3. **Dock Permit**

The successful Tenderer will have to procure Dock Permits **free of cost**, for all its drivers & attendants who would be required to enter inside the dock premises. Even the drivers & attendants, who would be required to enter into dock premises once in a while, should also have valid dock permit.

4 **Age of Vehicle**

- (a) Vehicle having date of 1st registration on or after 1.4.2014 will be accepted for full payment at the approved rate against tender.

5. **Requirement to carry original valid documents**

The vehicle to be supplied should have registration with the Motor Vehicles Authority for '**Commercial use**'. The supplied vehicle must have Insurance including Passengers' coverage, as per Motor Vehicles Act. Failure in this regard shall rest with the Contractor for making good all the losses and obligations whatsoever. The supplied vehicle should carry the following original valid documents:-

- a) Registration Certificate/Blue Book/Smart Card
- b) Valid Insurance certificate
- c) Valid Token indicating payment of Road Tax
- d) Valid 'Pollution under control' certificate.
- e) Appropriate valid Driving Licence of the driver

The contractor is liable to maintain the validity of the documents and KoPT will not be liable for violation of the same in any respect.

6. **Termination of Contract**

The contract may be terminated anytime within the currency period of the contract by KoPT, at its sole discretion, for any of the following factors & for such cancellation, KoPT will under no circumstance be liable for any financial repercussion to the contractor(s):-

- a) Non-placement of the vehicle as per requisition, for more than 3 occasions in a year.
- b) Breach of any terms and conditions of contract.
- c) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage/loss to the property/material of KoPT or any inconvenience to the KoPT.
- d) Any other reasons.

The decision of the Chairman, KoPT to this effect, shall be final & binding on the contractor

7. **Requisition of Van :**

The contractor shall arrange to obtain written instructions from the departmental heads / or their authorised representatives, within the working hours of the previous day, the number of vehicle which will be required to be supplied on the following day. The required number of van in perfect working condition and having sufficient fuel and lubricants, etc. must reach the reporting/duty point at the appointed time and date. The contractor shall accept telephonic requisitions, if required, and in such events, it will be their responsibility to obtain confirmatory written orders at the earliest available opportunity.

8. **Timing :**

The duty hours will be 24 hours fixed duty van. The Van may also be booked on Saturdays, Sundays & Holidays, if required.

9. **Rates to be fully inclusive of all expenditure :**

The successful contractor(s) must have cleared all duties with regard to Road Taxes, Insurance and otherwise complied with all rules and regulations of the Central & the State Government.

KoPT shall not be liable to pay any money to the contractor at all in way of operation of this contract, except for specific hire charges only and all other charges/costs should be borne by the contractor. However, KoPT would reimburse the toll charges, parking fees at actual, to the contractor, if required.

10. **Escalation :**

During the period of contract for 2 years, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials, spares or any other items except for fuel oil (HSD). The rate of escalation shall be the actual difference between the rate in price of fuel prevailing on the date of opening of the price bid and the date from which the escalation is effected. For the purpose of calculating the escalation on account of fuel oil (HSD), the rate of consumption of HSD per km. run of a vehicle shall be considered as follows :

Rate of consumption of HSD per run of van		0.2 Ltr/Km.
So, the extent of escalation would be		(B-A) X 0.2

Example : Fuel price I) pre-escalation price of HSD/ ltr. = A
II) post-escalation price of HSD/ltr. = B

In case the transport bill is raised on km. basis, the contractor will be allowed escalation as per the aforesaid formula. In case the transport bill is raised on hourly basis, escalation will be allowed on the km. actually covered, in addition to the charges payable on hourly rates.

Escalation will be allowed maximum once a month, basing on the price of HSD on the last day of the previous month(i.e. escalation , if any, will be effected from 1st day of the next month). In case of decrease in the price of HSD, the running charges will be lowered as per the aforesaid formula of escalation.

11. **Terms of payment:**

- a) Supply & operation charges will be paid for the period during which the vehicle is actually used by KoPT.
- b) Monthly bills along with the written instructions obtained from the department should be submitted for vehicle supplied during the month, payment of which will be made within 30 days from the date of submission, provided bill in order is submitted within next month. The contractor will, however, not be entitled to payment, if the bill is not submitted within 3 months from the date of supply of the vehicle.
- c) One item of charges i.e. either the cost of running of vehicle per km. or detention charge payable of Rate Schedule, whichever is the highest, will be paid.

- d) The successful contractor(s) should supply only diesel-driven vehicle. Charges are invited for diesel-driven vehicle only. However, the contractor(s) may supply petrol-driven vehicle for which charges under all the three items shall be considered same as that of the charges for diesel-driven vehicles.
- e) Certification of all documents (on photocopies after verification with original) would have to be done by the user department only and no further checking of those documents would be conducted by the Finance Department for processing the payment after certification of the bill. Such documents should be verified only once by the respective department/ section for supply of a single vehicle (fixed duty). Such photocopies should not be enclosed with the bill. The officials concerned of user department/ section will verify the same and keep them in their own custody and certify the bills only. There is no need to annex all supporting documents of a fixed duty vehicle with every bill, unless the vehicle itself is changed by the contractor due to any reason.

KoPT has been paying contractors' bills through ECS. For this, the successful contractor(s) shall furnish the following information immediately after receipt of intimation in this regard:-

- i) Bank Account No. of the contractor
- ii) Type of Account – Savings/Current/Cash Credit
- iii) Name of the Bank with Code No.
- iv) Name of the branch with Code No. alongwith location
- v) MICR No.
- vi) PAN

Accordingly, the successful contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from KoPT.

12. **Damage payable by the contractors:**

In case KoPT is deprived of the use of any vehicle during the contractual period on any day, by reason of non-supply, KoPT shall be entitled to receive minimum charge of the rate schedule from the contractor, as damage, for each day, which shall be recovered from the running bill of the contractor. If no running bill is available by the user department at that moment, the same will be deducted from any running bill of the contractor of any department.

In case of delay on the part of the contractor to supply any vehicle during duty hours on any day, hourly damage shall be payable by the contractor to KoPT as per **their quoted hourly detention charge**, for the delay of every hour or part thereof, which shall be recovered from the running bill of the contractor. If no running bill is available by the user department at that moment, the same will be deducted from any running bill of the contractor of any department.

In case of withdrawal of any vehicle by the contractor, suitable replacement shall immediately be made by the contractor. However, for delay in providing the

replacement vehicle, hourly damage shall be payable by the contractor to KoPT as per **their quoted hourly detention charge**, for the delay of every hour or part thereof, which shall be recovered from the running bill of the contractor. If no running bill is available by the user department at that moment, the same will be deducted from any running bill of the contractor of any department.

In case of break-down/accident of vehicle on duty within **extended KMC area and Salt Lake area**, suitable replacement vehicle shall be made available by the contractor within **two hours**. **For any breakdown / accident, beyond extended KMC area and Salt Lake area, the same may be replaced by the contractor within four hours**. For these **two / four** hours, KoPT will neither pay the contractor, nor will charge any damage from the contractor. In case the contractor fails to supply the suitable replacement vehicle within the stipulated **two / four** hours, then hourly damage shall be payable by the contractor to KoPT as per **their quoted hourly detention charge**, for the delay of every hour, which shall be recovered from the running bill of the contractor. **In case of arranging substitute commercial vehicle against sudden break down of vehicles (both fixed & casual duty), non-commercial vehicle may be provided by the contractor(s) for that day only to meet the exigency.**

In addition to levy of the aforesaid damages, KoPT reserves the right to arrange suitable AC vehicle from other sources, in case the contractor fails to supply the requisitioned vehicle or the vehicle is supplied after two (within **extended KMC area and Salt Lake area**) / four (**beyond extended KMC area and Salt Lake area**) hours from the stipulated time of reporting, and in that case, the contractor would have to reimburse KoPT the additional cost paid, if any, by KoPT to such other source(s). The amount to be so reimbursed by the contractor would be deducted from the running bill of the contractor. If no running bill is available by the user department at that moment, the same will be deducted from any running bill of the contractor of any department.

13. **Compliance of relevant Acts, Ordinances etc. :**

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.

The contractor shall indemnify KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

The aforesaid Regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

14. **Dispute:**

In the event of any dispute, question or difference arising during the contractual period or during any time, as to any matter connected with or arising out of the contract, the decision of the Chairman, KoPT shall be final and binding upon all parties.

15. **Damage & loss to private property & injury to workmen :**

The contractor(s) shall at his (their) own expenses reinstate and make good to the satisfaction of KoPT and pay compensation for any injury, loss or damage accrued to any property or rights whatever, including property and rights of KoPT (or Agents or servants or employees of KoPT), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the contractor(s) shall indemnify KoPT against all claims enforceable against KoPT (or any Agent, servant or employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

16. **Details of van to be booked:**

On an average, 2 nos of van are at present booked (24 hrs.) everyday and sometimes on Saturdays/Sundays/ holidays. The booking of those vans is likely to continue for next 2 years but KoPT reserves the right to discontinue booking of such van any time, without any prior intimation to the contractor and for this, KoPT will not be liable for any financial repercussion of the contractor.

The number of vans shown above is indicative and may vary widely without any notice to the contractor, the contractor should be in a position to supply the same as per agreed rates, terms and conditions.

17. **Log Book & Reckonable Kilometerage :**

Printed daily Log in prescribed format shall have to be supplied by the contractor(s) at his/her (their) own cost for each bus. Log shall be maintained by the authorised user. The contractor(s) or the driver(s) of bus shall not write anything in the Log Book. The opening and closing reading of the odometer shall be recorded in the Log on each day and the same shall be signed by the authorised official/user. The corresponding timings shall also be recorded in the Log regularly.

The details recorded in the Log and duly signed by the authorised user shall form the basis of payment.

The to and fro distance between the contractor's garage and the reporting/releasing places shall not be reckoned for the purpose of calculation of total actual run of the vehicle, except for what has been stated in **Para 11** of this "Special Conditions of Contract".

The reading on the odometer of the vehicle at the time of reporting shall be considered as the opening reading (Kilometerage) for the concerned day. The closing reading (Kilometerage) for any day shall be the one on the vehicle's odometer at the time of its release. These opening and closing readings of the odometer shall form the basis of calculation of actual run of vehicle for any given day.

In case the odometer of the vehicle is totally non-functional and/or the odometer is not functioning properly and showing inflated kilometerage, payment to the contractor shall be made on the basis of detention charges per hour. User shall indicate the same in the Log Book.

Payment shall be made strictly as per the provisions of the 'Bill of Quantity'. No other charges, except the following charges duly certified by the user/authorized official, shall be admitted.-

Parking charge,
Toll charge,
Permit charge (for outstation only, if required)

18. **Placement of van for inspection on demand :**

On demand of users, the contractor shall place the vehicles (as per specification) intended to be supplied to the Trustees along with the following original documents before the requisitioning authority/user department.

- a) Registration Certificate/Blue Book
- b) Insurance certificate
- c) Token indicating payment of Road Tax
- d) 'Pollution under control' certificate.
- e) Appropriate valid Driving Licence of the driver

KoPT shall not pay any charge for placement of vehicles for inspection.

19. **Payment against hire of Van:**

The payment will be made on the basic of actual hours used or Km.of run charge per day whichever is highest.

20. **Evaluation criteria of the price bids:**

The lowest tenderer will be the firm for which the total financial implication of KoPT as per the following booking pattern, will be the least: -

Ave. km./day	Ave. hrs. per day
45	24

One item of charge i.e. either the running charge or hourly detention charge or the minimum hire charge, whichever will be the highest, will be considered for the purpose of evaluation.

21. For van booked for 24 hours fixed duty, at least two drivers (in shift duty) shall be provided by the contractor, every day.

KOLKATA PORT TRUST
General Administration Department

TENDER NO. : ADMN /T / 138 Dated 1.4.2015

Rate Schedule

Type of vehicle	For fixed duty	
	Charges for running (in Rs. per km.)	Charges for hourly detention (in Rs. per hr.)
(I)	(II)	(III)
Turn-out- Van (BS-III or BS-IV)		

Service Tax will be charged as applicable.

Signature of the witness along
with Address

Signature of the Tenderer along
with official seal

Date :

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata/Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth at least Rs. 50/-

To,
The Board of Trustees
For the Port of Kolkata.

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

Name of Issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate – duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri/ Messrs, a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to a “The Contractor”) from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for(write the name of the work as per Work Order) in terms of the Work Order No..... dated.....(hereinafter referred to as “the said contract”), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees.....),we,..... Branch, Kolkata/Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....). We,.....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 do decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker’s Cheque drawn in favour of “Kolkata Port Trust”,

without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....

(Name of Bank), Branch, Kolkata/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 contractor.

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 contractor and no protest by the contractor, made either 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 period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of2014..... 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 contractor 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 contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We,.....Branch, Kolkata/Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such

matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,.....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)

KOLKATA PORT TRUST

General Administration Department

TENDER NO. : ADMN /T / 138 Dated 1.4.2015

CHECK LIST

Sl. No.	I T E M	Submitted / Not submitted
1	Valid & relevant Trade Licence	
2	Partnership deed/certified copy of Memorandum of Association/statement indicating that the tenderer is a proprietorship firm	
3	Audited financial position including copies of the Balance Sheet, Profit & Loss Account for last three financial years.	
4	Letter indicating unqualified acceptance of KoPT's Terms & Conditions in full.	
5	Signed & stamped copies of KoPT's Tender Documents	
6	TR for Rs.1000/-	
7	Deposition of earnest money	
8	Supporting Documents regarding tenderers capabilities for supplying required number of vehicles.	
9	Service Tax Registration Certificate showing 15 digits Service Tax Code No.	
10	Provident Fund Registration Certificate	
11	Document in respect of up-to-date payment of Profession Tax	
12	Copy of Income Tax Permanent Account Number Card	
13	Appendix 'C'	
14	Separate letter indicating that the tenderer was black-listed/banned / de-listed/ de-barred earlier by Central / State Govt. or Central / State PSUs or Central/State Autonomous Bodies.	
15	Performance certificate	
16	Copt of ESI certificate	
17	Proof of experience in supply any kind of vehicle to any organization at least 1 year	
18	Credential certificate	

KOLKATA PORT TRUST

General Administration Department

TENDER NO. : ADMN /T /138 Dated, 1.4.2015

Registration Number	Model No. & Make	Date of first registration of that vehicle	Whether the vehicle belongs to the tenderer	If not, the name of the owner of the vehicle	Whether the tenderer has already entered into any sort of contract with the owner, for utilisation of the vehicle

Signature of the Tenderer

Appendix – D

On Non-Judicial Stamp Paper of at least Rs.10/-
BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

I..... son ofaged
about.....

..... Years, by faith by occupation
.....

residing at
.....

do hereby solemnly affirm and declare as follows:

1. THAT I am the proprietor / partner of
Having

office at and carrying
on

business on the said name and cycle. (In case the above Department is an enlisted
Contractor at

Kolkata Port Trust, the same should be mentioned in the affidavit).

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

Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the
Clause

No. of the Tender
No.....

issued by the Kolkata Port Trust in 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 me.

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

BY THIS BOND, I, Shri / Smt.son of Shri /
Smt.....Residing at
..... by occupation

The Partner / Proprietor / Director having office at
.....

am a tenderer under Administration Department, Kolkata Port Trust (A Statutory Body
under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is
not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of
General Administration Department, Kolkata Port Trust against all damages and
accidents to the Labourer / Tenderer / Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer /
Contractor named herein above shall indemnify the Kolkata Port Trust against all
damages and accidents occurring to the Labourers of the Tenderer / Contractor as
demanded by the Kolkata Port Trust and which shall be legal and / or claimed by the
Kolkata Port Trust during the execution of the work stated in the NIT No.
..... of

4. AND the Contractor hereunder agrees to indemnify and at all times keep
indemnified the Kolkata Port Trust and its administrator and representative and also all
such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, The
Partner / Proprietor / Director

hereto set and seal this the day of in the year
..... at

Sureties Signature of the Indemnifier

1. Name
 Address

2. Name
 Address

Witnesses

To be filled up by the Tenderer

1. Name of the Tenderer :
.....

2. Address of the Tenderer :
.....

3. Address of the Kolkata
office of the Tenderer :
.....

4. Name, Telephone Nos. of the contact persons of the aforesaid office at Kolkata
:-

Name	Mobile Phone No.	Residential Tel. No.	Office Tel. No.	Fax No.	e.mail ID
a)					
b)					
c)					
d)					

5. Telephone No. of the Kolkata
Office :
.....

6. Fax no. of the Kolkata Office :
.....

Signature of the Tenderer

Appendix-G

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

Agreement made this day of _____ 2015 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called 'Trustees' which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of one part and _____ (hereinafter called the 'the Contractor' which expression shall unless excluded by or repugnant to the context, be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part. Whereas the Trustees are desirous that certain work should be undertaken viz., supply of _____ on hire basis for a period of two years with effect from _____ and have accepted the Tender submitted by the Contractor for the execution of such works. Now this Agreement witnesseth as follows :

1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in "General Instructions to Tenderers" hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.,
 - a) The said Tender document and the acceptance of the Tender
 - b) The General Instructions to the Tenderers
 - c) Special Conditions of Contract
 - d) Rate Schedule
 - e) All correspondence by which the contract is added, amended, varied or modified in any way, by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Trustees to execute the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenant to pay the Contractor in consideration of such execution at the contract prices at the time and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) the day and year first above mentioned.

The Common Seal of the Board of Trustees for the Port of Kolkata was hereunto affixed in the presence of.

The Board of Trustees for the Port of Kolkata.

Name.....

Address.....

.....
.....

Secretary

Signed, Sealed and delivered at Kolkata in the presence of

Name.....

Address.....

.....
.....

Contractor