

HALDIA DOCK COMPLEX KOLKATA PORT TRUST



TENDER FOR

**OPERATION AND MAINTENANCE OF ONE (01) KoPT'S FOAM
TENDER AT HALDIA DOCK COMPLEX,
KOLKATA PORT TRUST**

E-TENDER No. 2019_KoPT_502444

ADMINISTRATION DIVISION

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DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, KoPT is bound to select a Tenderer or to appoint the Selected bidder, as the case may be, for the project and HDC, KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the Tenderer and HDC, KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

ANNEXURE-1**KOLKATA PORT TRUST**
HALDIA DOCK COMPLEX

Office of the Administration Division, Jawahar Tower Annexe,

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

PIN : 721607, West Bengal.

Ph. No. 03224 -265490, 264555, 265211;FAX :03224-63152

E-mail id: akdutta.hdc@kolkataporttrust.gov.in & tghose.hdc@kolkataporttrust.gov.in**NIT**

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, reliable & bonafide vendors/contractors for Operation and Maintenance of KoPT's own Foam Tender under Haldia Dock Complex, Kolkata Port Trust.

The Tender Document may be downloaded from <https://eprocure.gov.in/eprocure/app> and www.kolkataporttrust.gov.in. However, corrigendum / addendum / clarifications, if any, shall be hoisted only on <https://eprocure.gov.in/eprocure/app> and www.kolkataporttrust.gov.in.

Further, intending bidders shall submit their bid electronically only through CPPP website <https://eprocure.gov.in/eprocure/app>. Bidders are requested to visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Ad/0019/W/Manpower Hiring/T/19-21
	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II-Price Bid) through https://eprocure.gov.in/eprocure/app of CPPP. 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)	2019_KoPT_502444
d.	Date of NIT available to parties to download	12 / 09/ 2019
e.	Offline Pre-Bid Meeting date & Time	27/09/2019 at 1100 hrs.
f.	Pre-Bid meeting closing date & Time	NA
g.	Estimated cost	Rs. 1.99 crores (excluding GST)

h.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs.3,98,000/- (Rupees three lakhs ninety eight thousand only), as Earnest Money, to Haldia Dock Complex through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia , otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
	ii) Tender/Bid Document Cost	The intending bidders should deposit Bid Document Fee of INR 1770 (Rupees One Thousand and Seven Hundred seventy only) including GST @18 %) (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia , otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non- responsive.
i	Last date of submission original copy of EMD & Bid Document fee at HDC.	18/10/ 2019 up to 1500 hours
j	Date of Starting of e-Tender for submission of on line Techno- Commercial Bid and price Bid at (https://eprocure.gov.in/eprocure/app)	11/10 / 2019 at 11:00 hrs.
k	Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid.	17/10/2019 at 15:00 hrs.
l	Date & time of opening of Part-I (i.e. Techno Commercial Bid) Date of opening of Part II i.e. Price Bid shall be informed separately	18 /10/2019 at 15:30 hrs.

Important instructions for E-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e- tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust, Haldia Dock Complex):

<p>1. Shri A.K. Dutta, General Manager (M&S), Haldia Dock Complex Ph. No. 03224-265490 E-Mail – akdutta.hdc@kolkataporttrust.gov.in</p>	<p>2. Mrs. T. Ghose, Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-264555 E-Mail – tghose.hdc@kolkataporttrust.gov.in</p>	<p>3. Shri K.K.Ray, Sr.Fire & Security Officer (Admn.),Haldia Dock Complex Ph. No.03224-265211 E-mail- kkroy.hdc@kolkataporttrust.gov.in</p>
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Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950

email: webhelpdesk@gmail.com See CPP Portal for contact details.

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	KoPT 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.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded, which is not required as per the terms of the tender, shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.

8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda” A declaration in this regard is to be made by the bidder.
9	Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal
10	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.
11	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.
12	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.
13	Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
14	Due date of submission of tender may be extended at the discretion of HDC, KoPT.

1. SCOPE OF WORK & OTHER OBLIGATIONS

- 1.1 The contractor shall supply qualified, trained and experienced manpower (Fire Crew) to operate and maintain one (01) Foam Tender at Haldia Dock Complex, Kolkata Port Trust round the clock on all the days in a year.
- 1.2 Haldia Dock Complex, Kolkata Port Trust shall provide one (01) Foam Tender (FCT-8) to the contractor on as is where is basis. The broad specification alongwith other fire-fighting arrangements of FCT-8 are given under clause 3.0.
- 1.3 The bidder (s) shall have to inspect the present health of the Foam Tender (FCT-8) for assessing the initial cost estimate for upgradation to bring the Foam Tender in its desired level as mentioned at clause 3.0 prior to submission of his offer for O&M contract. For convenience of the bidders, the present health of the FCT-8 is given at **Annexure- XV**.
- 1.4 Upon necessary upgradation of the Foam Tender, the contractor shall operate the same round the clock as per instruction of Engineer of Contract (EoC) on all the days during the contract period (excepting downtime period mentioned under clause-10.8) for fire-fighting, emergency operations, regular testing of fire-fighting systems, mutual-aid and other works as decided by EoC. Foam Tender may be deployed anywhere for fire fighting and undertaking other emergency operations as per direction of EoC .
- 1.5 The contractor shall provide manpower having required qualification, skill, training and experience in the field of fire-fighting for operation and maintenance of Foam Tender and fulfilment of other obligations as specified in the tender document. The qualification, experience of the manpower to be deployed are given at clause-4 of the tender document. The type and shift-wise deployment of the required manpower will be generally as follows:-
 - a) Shift (From 0600 Hrs to 1400 Hrs)- 6 Nos. (01 Fire Supervisor, 01 DCPO and 04 Firemen)
 - b) Shift (From 1400 Hrs to 2200 Hrs)- 6 Nos. (01 Fire Supervisor, 01 DCPO and 04 Firemen)
 - c) Shift (From 2200 Hrs to 0600 Hrs)- 6 Nos. (01 Fire Supervisor, 01 DCPO and 04 Firemen)
- 1.6 The contractor shall ensure that weekly off days are given to all his workmen. In this regard, the contractor will maintain adequate manpower of above category to provide relievers during off days and leaves for ensuring smooth and continuous operation and maintenance of Foam Tender.
- 1.7 The contractor shall be required to keep the Foam Tender ready round the clock on three shift basis along with the shift-wise manpower and other fire-fighting arrangements of the Foam Tender.

- 1.8 Foam Tender (FCT-8) is registered in West Bengal with all valid documents as per RTA requirements. The contractor shall maintain all the documents required for operation of the Foam Tender issued by different authorities and keep them valid until expiry of the contract period.
- 1.9 The contractor shall ensure that the Foam Tender remains healthy and roadworthy at all times during the contractual period excepting the downtime period as mentioned at clause-10.8 of the tender document. The contractor shall promptly take up all required regular, periodic and breakdown maintenances of the Foam Tender.
- 1.10 The contractor will be entitled to enter into contract / arrangement with other agencies for maintenance of the Foam Tender and other accessories. He may also keep manpower (in addition to clause -1.5 above) for maintenance of the Foam Tender and other accessories. No extra payment for such arrangement and / or deployment of additional manpower for the purpose of maintenance of the Foam Tender will be made.
- 1.11 The contractor shall provide uniform, communication facilities, staying and transport arrangement for the manpower to be deployed under the provisions of the contract.
- 1.12 The contractor shall provide one mobile phone set to the Fire Supervisor/ DCPO to keep in the Foam Tender and it would be mandatory on the part of the FS/DCPO to carry mobile handset and keep it switched on all the time for communication. Apart from this, KoPT may also provide walkie-talkie to the contractor as would be required.
- 1.13 All the personnel (Fire Crew) deployed by the contractor shall be in uniform (Khaki colour with fluorescent strips, safety shoes and red coloured helmet) at all times while on duty inside the installation. All crew members shall have smart and active outlook and the uniform to be put on will be well-washed, ironed, neat and tidy.
- 1.14 The contractor shall ensure with presentable document(s) to the satisfaction of EoC that the Foam Tender moves out of the station within 20 seconds from the time of receiving the emergency call failing which a penalty shall be imposed as Rs 20,000 plus applicable GST per occasion.
- 1.15 The fire crew and the Foam Tender will be stationed at the designated places round the clock basis. Such places will be provided to the contractor by the designated officials of KoPT prior to commencement of the contract.
- 1.16 The contractor shall maintain attendance register in the designated station / space for recording the arrival and departure of the on-duty fire crew.
- 1.17 The contractor shall provide appropriate and adequate safety gears, equipped First Aid Box, etc. required for the work to the workmen deployed under the contract and ensure its usability at all times. The safety gears will have to be replaced with new gears whenever required. All the workmen shall wear safety gears with reflective stripes while on duty.

- 1.18 The safety gear shall inter alia, include self-contained breathing apparatus set, safety helmet, safety shoes, hand gloves, safety goggles, nose pad, etc .
- 1.19 The Fire Supervisor shall maintain a register and shall enter all the calls received regarding all activities performed. A copy of this register shall be submitted to the designated officials of KoPT on demand and/or at the end of the month along with the monthly bill.
- 1.20 The contractor shall provide tiffin /meal / tea etc. as well as drinking water to his workmen at the designated site / location at his cost and arrangement. The contractor shall ensure that there are no delays on the part of the workmen in attending to their assigned work on the grounds of taking tiffin / meal / tea etc.
- 1.21 The contractor shall be provided with rent-free premises near the place of deployment for keeping the Foam Tender and office space cum rest room of the on-duty personnel with other associated facilities. The Contractor will however, be required to pay the electricity and water charges on the basis of consumption. The contractor will have to install a suitable energy and water meter approved by HDC for measuring electricity and water consumptions. The contractor will be responsible for the maintenance of the premises provided to them. The premises will be handed over to them in good condition. The Contractor will be responsible for any damage to such premises during the tenure of the contract. In case of any damage, the contractor will be responsible for repairing such damage at their cost and arrangement, failing which HDC, KoPT will make good the same at the cost of the contractor which will be realised from the contractor's bill.
- 1.22 The contractor shall ensure that no workmen are under the influence of alcohol/ liquor or any other drug while on duty. All the crew should behave properly with the port officials and they shall not abandon the work spot. Any crew member found drinking alcohol or otherwise intoxicated while on duty or while reporting for duty, will be treated as missing from place of duty and penalized accordingly, apart from disciplinary action.
- 1.23 Any accident to the workmen of the contractor should be immediately brought to the notice of EoC immediately. As per provisions of Dock Workers (Safety, Health and Welfare) Regulations 1990, the contractor will be required to submit Corrective and Preventive Action Report (CAPA) to the EoC within 3 days. The contractor shall ensure replacement of injured workmen at the earliest.
- 1.24 No fire crew will leave the work spot during working hours without the permission of designated official of the port / supervisor of the contractor. They will also not board any ship or go to places inside the dock other than their designated office space and the working area.
- 1.25 The workmen to be deployed by the contractor will not indulge in any of the following act:-
 - (i) Acting in a manner prejudicially to the interest of HDC.
 - (ii) Willful insubordination or disobedience whether not in combination with others of any lawful and reasonable order of his superior.

- (iii) Habitual late or irregular attendance.
- (iv) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.
- (v) Interference or tampering with any safety devices installed in or about the port premises.
- (vi) Drunkenness or riotous or disorderly or indecent behavior in the Port premises.
- (vii) Gambling inside the Port premises.
- (viii) Smoking within Port premises where it is prohibited.
- (ix) Sleeping while on duty.
- (x) Commission of any act, which amounts to a criminal offence involving moral turpitude.
- (xi) Absence from the employees' appointed place of work without permission or sufficient cause.
- (xii) Commission of any acts subversive of discipline or of good behavior.
- (xiii) Abatement of or attempt at abatement of any acts, which amount to misconduct.

2. Obligation of KoPT : Haldia Dock Complex, Kolkata Port Trust will provide -

- 2.1 One (01) Foam Tender to the contractor on as is where is basis.
- 2.2 Job Specification, Job Schedule, Checklist & Formats related to operation of Foam Tender.
- 2.3 Water and Foam Concentrate and other fire-fighting accessories/ consumables to be kept in the Foam Tender.
- 2.4 a) suitable premises to the contractor in reference to clause-1.21 of the tender document.
b) provide rent free barrack facility behind 1st oil jetty towards accommodation of the off-duty personnel deployed by the contractor, if required.

3. Broad Technical Specification of the Foam Tender to be provided by HDC, KoPT:

The contractor shall have to operate and maintain the KoPT's Foam Tender(FCT-8) to be provided to him by HDC, KoPT alongwith manpower acceptable to EoC within 120 days from the date of Letter of Intent (LoI). Broad Technical Specifications of the Foam Tender vis-à-vis desired output are as follows:

- 3.1. **Chassis:** Ashok Leyland make, model Comet Gold 1616 (H)- 4330 MM wheel base goods chassis, fitted with HINO WO 6D TI (BS-III) diesel engine, 5 speed Synchronesh gear box, spare wheel carrier and rim, power steering, pressed steel front end structure (without windshield), RUPD mirror LH/RH (1 each), wiper power motor, driver seat with seatbelt, noise shield ASA, tool kid and CMVR kit with ABS and with 02 nos. 10.00 x 20-16PR PD nylon tyres plus 5 nos. 10.00 x 20-16PR PD nylon tyres and jack with handle and wheel range. The foam tender was commissioned in the year 2012 and underwent periodical maintenance.

- 3.2. **Pump:** The rated discharge capacity of the pump of the foam tender is 1800 LPM at 7 Kg/Cm² pressure with 2 delivery outlets. The pump has foam Proportioner with 3% and 6% arrangement and with auxiliary Foam Induction arrangement from outside source.
- 3.3. **Primer:** Automatic in action type Rotary Water Ring primer alongwith Reciprocating type primer are provided with a suitable changeover system so that in case of faults in one primer, the other can work immediately.
- 3.4. **Cooling System:** In addition to normal radiator, an indirect cooling system or open circuit type consisting of special heat exchanger to the vehicle engine is provided in order to maintain its continuity during pumping without overheating.
- 3.5. **Water Tank:** Made of SS:304 with capacity 3600 ltrs.
- 3.6. **Foam Tank:** Made of SS:304 with capacity 900 ltrs.
- 3.7. **Hose Reel:** One hose reel of 60 Mtrs x 19mm size complete with dual purpose shut off nozzle.
- 3.8. **Monitor:** Mounted on roof with a deflector for coverage of minimum 40 mtrs. (radial distance) horizontally in still air for water.
- 3.9. **Valves :** Provided for Normal Operation with marking and direction.
a) Tank to Pump
b) Tank- Pump Monitor
c) Hydrant to Tank
d) Tank Pump Hose Reel,
e) Other normal operation mentioned in specification
- 3.10. **Accessories :**
a. Emergency siren.
b. Head Light 02 Nos.
c. Tail Light -01 No.
d. Search Light with 30 Mtrs Wire reel - 01 No.
e. Reversing horn 01 No.
f. Reversing light 02 Nos.
g. Spare Wheel & Jack and Tommy with Tool kit (As supplied with Chassis)
- 3.11. **Control Panel :**

Adequately illuminated control panel with all controls for normal operation of the Fire pump, valves as mentioned above and Pressure Gauge etc. are provided with the Foam Tender.
- 3.12 **Aluminium Extension Ladder-**

35 feet aluminium extension ladder with latest IS codes is provided on top of the tender.

4. Qualification and Experience of manpower to be deployed:

For smooth execution of the services contracted out herein, the contractor shall deploy qualified workmen with suitable experience. All workmen must be capable of following instructions and training. The suitability and experience of the workmen to be supplied by the contractor will be reviewed by HDC, KOPT.

(A) Driver cum Pump Operator (DCPO) : Highly Skilled:

- i) Must have passed Higher Secondary or equivalent examination.
- ii) Must have completed Fireman's course of at least six month duration from a reputed institute.
- iii) Must possess valid Heavy Motor Vehicle Driving License for at least 5 years.
- iv) Must be able to maintain logbook and other relevant records.
- v) Must have sufficient knowledge of operations and maintenance of different fire pumps and fire fighting equipment & appliances. Besides, he should be able to maneuver the foam tender efficiently.
- vi) Must possess a sound health.
- vii) Must be able to conduct, supervise and attend different fire drills and parades.
- viii) Must have at least 2 year's experience in operations of foam / fire tender. Besides, he should also have some experience in maintenance of the fire tender and attending to stand-by duties at different work sites.

(B) Fireman: Skilled:

- i) Must have passed Madhyamik or equivalent examination.
- ii) Must have completed Fireman's course of at least six month duration from a reputed institute.
- iii) Must have sufficient knowledge in operation of different fire pumps, fire-fighting equipments & appliances.
- iv) Must possess a sound health.
- v) Must be able to conduct, supervise and attend different fire drills and parades.
- vi) Must have at least 2 year's experience in fire fighting work.

(C) Fire Supervisor: Highly skilled.

- i) Must have passed Higher Secondary or equivalent examination.
- ii) Must possess certificate of Sub Officer's Course from National Fire Service College, Nagpur or equivalent or Must have passed 6 months fireman certificate course with valid Heavy Geared Vehicle (HGV) License and minimum 2 years experience in operation &

maintenance of Foam/ Fire Tender in Port/ Petroleum/ Chemical/ Similar Industry.

- iii) Shall have sufficient knowledge of English language to understand Safety Permit System, Work instructions and they should be able to assimilate the safety training inputs.

5. ELIGIBILITY CRITERIA -

5.1 Financial Eligibility Criteria

Average annual financial turnover of the tenderer for the last 03 financial years (i.e. 2016-17, 2017-18 & 2018-19) should be not less than 30% of the estimated cost of the tender. The tenderer should submit copies Annual Reports audited by Chartered Accountant for the last 3 financial years (i.e. 2016-17, 2017-18 and 2018-19) giving audited profit and loss account and balance sheet. In addition to the above, the tenderer should also submit a certificate from a Chartered Accountant certifying the Average Annual Financial Turnover of the tenderer for the 03 accounting years mentioned above. The proforma of the said certificate shall be given as per **Appendix-III**.

5.2 Technical Eligibility Criteria

- (a) Experience of having successfully completed similar work during the last 07 years ending on 31.03.2019 shall be any one of the following:

Particulars	Amount of work
i) Three similar completed works each costing not less than the amount equal to (40 % of Estimated value) OR	79.60 lakhs
ii) Two similar completed works each costing not less than the amount equal to 50% of Estimated value OR	99.50 lakhs
iii) One similar completed work costing not less than the amount equal to 80% of the estimated value	1.59 crores

- (b) The term “**Similar work(s)**” shall be in relation to supply of manpower for operation and maintenance of any type of Fire Fighting Appliances viz. Water Tender, Foam Tender, Multipurpose Tender, etc. in any reputed organization.
- (c) The term “**Completed work(s)**” means the similar work executed / completed by the tenderer as per the terms of the work order / contract. In case of on-going work/contract which has not been completed in totality, the value of the similar work to the extent completed by the tenderer will also be taken as completed works subject to furnishing of a certificate by the beneficiary containing the completed value of the work and that the same has been done by the tenderer satisfactorily

6. EVALUATION CRITERIA:

6.1 Test of Responsiveness:

- (a) Prior to evaluation of Techno Commercial Bid of the tender, HDC, KoPT will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -
- (i) Is submitted within the due date including extension period, if any.
 - (ii) Contains all the document as stipulated in Appendix-VII of the tender document along with the tender failing which the offer may be summarily rejected.
 - (iii) Is accompanied by required Covering Letter as per Appendix-I.
 - (iv) Is signed, sealed and marked as stipulated in the tender document.
 - (v) Contains the profile of the tenderer as per format at Appendix-II.
 - (vi) Contains information on technical and financial eligibility as per Format given at Appendix-III and IV.
 - (vii) Contains the Power of Attorney as per format at Appendix-V.
 - (viii) Does not show inconsistencies between the offer and the supporting documents.
 - (ix) does not contain any counter condition on pre qualification etc.
 - (x) Is accompanied by Certificates demonstrating Technical & Financial Eligibility as stipulated in the tender document.
- (b) The tenderer must submit all the documents as specifically mentioned in Appendix-VII of the tender document along with the tender failing which their offer may be rejected.
- (c) The tenderer shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix -VIII in case the Tenderer is not covered under ESI Act or exempted from it. In addition, Indemnity Bonds for the workmen to be deployed and for the Foam Tender, if taken out side of HDC for the purpose of maintenance, etc. as per formats given at Appendix-X and Appendix- XVII respectively shall also have to be submitted.
- (d) The Tenderer shall submit certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First-Class Judicial Magistrate as per Appendix – IX in case the Tenderer is not covered under Provident Fund Act or exempted from it.

6.2 Evaluation for Techno – Commercial Bid:

- (a) The techno commercial offer if found responsive will be evaluated on the basis of the various details and documents submitted by the tenderer to demonstrate fulfillment of technical and financial eligibility as per the Relevant provisions of the tender document.
- (b) Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers as detailed above.

6.3 Evaluation of Price Bid:

The monthly charges for the foam tender shall be for 150 km. run in a month. However, the overall extra kilometer beyond 1800 km run in a year shall be paid extra @ Rs. 20/- per km. annually. In this regard, Clause 10.22 of the tender document may be referred.

Note: Diesel for running upto 150 km per month shall be under the contractor's scope. Gear Oil, Engine Oil and other consumables are to be supplied by the contractor.

- (a) The schedule of rates (SoR) shall be read in conjunction with "SCC", "Scope of Work & Technical Specifications", "GCC" and any other document forming a part of the tender.
- (b) The tenderer shall quote monthly consolidated charges for fulfilling the scope of work and other obligations of the contract as defined at the relevant provisions of the tender document as well as cost of providing diesel, gear oil, engine oil and other consumables. For the purpose of quoting the rates, the tenderer may take into account 150 km run of the foam tender in a month. The following may also be noted in this regard:-
 - (i) In the event overall extra km run goes beyond 1800 km in a year, the contractor will be paid Rs 20/- per km once in every 12 month period. For this purpose, the total run of the foam tender for all the 12 months taken together will be considered for assessment of extra km run.
 - (ii) The above stipulated run of 150 kms per month includes equivalent engine static run in each shift, bi-weekly pump run and road run for testing of the Foam Tender.
 - (iii) The contractor shall maintain Log Books detailing journey of Foam Tender and all the details relating to consumption of the fuels and the same shall be submitted to EoC every month or on demand.
- (c) All items of work/service mentioned in "SoR" shall be carried out as per the technical specifications, scope of work, relevant codes and instructions of the "EoC". The 'quoted rates' for the same shall be deemed to be inclusive of all costs

with respect to but not limited to labour, supervision, tools & tackles, diesel, engine oil, other consumables, overheads, insurance, profits, various incidental, intermediate/auxiliary/ancillary or enabling works etc.

- (d) The tenderer shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of his tender for the work and of the rates stated in the Schedule of Rates, which shall cover all his obligations under the contract and all matter and things necessary for proper fulfillment of the scope of work and other obligations of the contract.
- (e) The evaluation of the price bids will only be made for the Techno-commercially qualified bidders. The techno commercially qualified bidder quoting the lowest lump sum amount for initial repairing of Foam Tender to bring to its desired level as mentioned at column- 3 together with the cost of hiring services of manpower to be mentioned at column- 1 of the Price Bid, shall qualify as the successful bidder for the purpose of awarding the contract.
- (f) The Schedule of Rates (Price Bid) shall have to be filled up online as per format given under **Appendix –XII**.
- (g) If the lowest rate is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate in sealed cover within two working days from the date of opening of Price Bids in order to enable HDC, KoPT to ascertain the lowest bidder and the tenderer offering the higher/ highest rebate will be considered as the '**Successful Bidder**'.
- (h) HDC, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

7. GENERAL INFORMATION FOR THE TENDERER

7.1 Site Inspection:

Before submitting the e-tender, the tenderer is advised to make inspection of the working site to get fully acquainted with locations. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with all the aspects of the tender, scope of work, nature of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reason whatsoever.

7.2 Pre-Bid Conference:

- (a) Pre-Bid Conference shall be held on 27.09.2019 at 11 AM at the Office of General Manager (M&S), Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Tenderers may participate, if they so desire.
- (b) The intending tenderers are advised to send their queries vide email to akdutta.hdc@kolkataporttrust.gov.in and / or tghose.hdc@kolkataporttrust.gov.in by 26.09.2019.

- (c) HDC, KoPT intends to furnish response to all queries without identifying the sources, in <https://eprocure.gov.in/eprocure/app> as well as in www.kolkataporttrust.gov.in including modifications / amendments, if any, to the terms and conditions of the tender, scope of the project etc., which the intending tenderers are to note for submitting their tender. The amendments / modifications / clarifications shall be hoisted in the form of an “**Addendum**”, which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

7.3. Tender / Bid Document Cost / Fee: -

The intending tenderer should submit the tender cost/fee amounting to Rs. 1770/- including GST @18% (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Tender /Bid document fee may be followed as detailed in Clause-h (ii) of Schedule of Tender.

7.4 Earnest Money:

- (a) The tenderer shall deposit Earnest Money amounting to Rs 3, 98,000/- (Rupees Three Lakhs Ninety Eight Thousand only) along with their offer. The tenderers are to follow the procedure as detailed Clause h (i) of Schedule of Tender for deposition of Earnest Money.
- (b) Earnest Money and cost of tender document are to be physically deposited at the office of Tendering Authority (General Manager (M&S), Jawahar Tower, Haldia Dock Complex, Haldia, PIN-721607), separately in a single sealed envelope, mentioning Tender no. with proper marking.
- (c) Tender submitted without Earnest Money shall be rejected outright without any reference to the Tenderer whatsoever.
- (d) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in the tender document) to the unsuccessful tenderers without interest after the selection of successful tenderer.
- (e) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 1500 hrs. on 18/10/2019 or any extension thereof and expiration of the validity period of the offer including extension thereof.
- (f) The Earnest Money shall be forfeited if the tenderer submits forged document(s).
- (g) Earnest Money submission will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.
- (h) The Earnest Money in respect of the successful tenderer will be refunded on submission of the Performance Guarantee. In the event the successful tenderer provides Performance Guarantee in Bank Guarantee, the Earnest Money will be refunded after acceptance of the Bank Guarantee by HDC, KoPT. In case the successful tenderer desires to deposit the Performance Guarantee in cash or in

Demand Draft, the Earnest Money may be adjusted against the Performance Guarantee.

- (i) Failure of the contractor to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

7.5. Due Date and Time for Submission and Opening of Offer :

- (a) The tender should be submitted to General Manager(M&S), Haldia Dock Complex, Jawahar Tower, P.O. Haldia Township, Dist. Purba Medinipur, Pin.721607,through CPPP website (<https://eprocure.gov.in/eprocure/app>), not later than 1500 hrs. on 17.10.2019 after which time and date, no offer shall be accepted.
- (b) HDC, KoPT may at its sole discretion extend the due dates of submission/opening of tender by issuing a Corrigendum.
- (c) The **Part-I: 'Techno-Commercial Bid'** of the tender shall be opened electronically at 1530 hrs. on 18.10.2019. Tenderers or their authorized representatives may witness the said electronic opening of Tender.
- (d) The **Part – II: 'Price Bid'** of those tenderers who are only techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

7.6 Substitution, Withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. 1500 hrs. on 17.10.2019 or any extension thereof as per provision given at **Annexure-I**. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

7.7 Amendment of Tender Document:

- a) At any time prior to the Due Date for Submission of Tender, HDC ,KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the Pre Bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of KoPT (www.kolkataporttrust.gov.in) and also in the website of CPPP (<https://eprocure.gov.in/eprocure/app>)
- b) In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website of KoPT (www.kolkataporttrust.gov.in) & in the website of CPPP(<https://eprocure.gov.in/eprocure/app>)

7.8 Validity of Offer:

- a) The tender shall remain open for acceptance for a period of 120 days from the date of opening of Techno-commercial Offer. If, before expiry of this validity period, the tenderer amends his quoted rates or tender and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture.
- b) Prior to expiry of the original tender's validity period, HDC, KoPT may request bidders to extend the validity for a specified period.

8. PREPARATION AND SUBMISSION OF TENDER:

- 8.1 The tender must be submitted in the name of purchaser of the tender document itself.
- 8.2 Language: The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- 8.3.
 - a) **The Techno-commercial Bid (PART –I)** completed in all respect properly filled in and duly signed with seal along with the documents as mentioned in the **Appendix-VII** necessary for meeting the pre-qualification criteria by the tenderer, shall be uploaded through e-tendering process as detailed in Annexure-I.
 - b) The tenderer, prior to submission of the tender shall be required to carefully examine and fully understand all the aspects relevant to this tender including but not limited to (i) scope of work, (ii) nature of work, (iii) the instructions to tenderers, (iv) the Special Conditions of the Contract, (v) General Conditions of Contract of KoPT, (vi) compensation, (vii) period of contract, etc.
- 8.4 **'Price Bid' (Part II)** is to be submitted on -line through e-tendering process as detailed in **Annexure-I**.
 - (a) Rate shall have to be quoted online as per format given at **Appendix- XII**
 - (b) The tenderers are required to quote lump sum monthly rate under Column - 1 of **'Price Bid'**, **the format of which is given at Appendix-XII**. In case the tenderer does not quote any rate, the tender concerned will be treated as non-responsive and will be rejected.
 - (c) The tenderers are required to mention percentage of GST under Column- 2 of the **'Price Bid'** as per format given under **Appendix -XII**.
 - (d) The tenderers are required to mention Total amount after adding GST as applicable under Column-3 of the **'Price Bid'**.

- (e) It should be noted that the '**Price Bid**' shall contain no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

8.5 Local Representation:

- 8.5.1** Subject to the provisions concerning clarification of Bids, no bidder shall contact KoPT on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 8.5.2** Any effort by a bidder's representative however described to influence KoPT in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid.

9. GENERAL CONDITIONS OF CONTRACT:

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at www.kolkataporttrust.gov.in. Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

10. SPECIAL CONDITIONS OF CONTRACT :

10.1 Letter of Intent (Lol):

After finalization of the tender, HDC, KoPT shall issue Letter of Intent (Lol) to the successful bidder. The successful bidder shall convey acceptance to the Lol within a period of 7 days from the date of issue of the Lol.

10.2 Commissioning Schedule

a) The successful Tenderer shall repair the Foam Tender (FCT-8) to its desired level as mentioned in clause no. 3 and then commission the Foam Tender with all the associated facilities and manpower to the satisfaction of HDC, KoPT within a period of 120 days from the date of issuance of Letter of Intent (Lol) and obtain Commissioning Certificate from EoC.

b) The following tests shall be carried out prior to giving commissioning certificate :-

- i) 4 hrs. continuous pump run at its rated capacity.
- ii) Measurement of horizontal throw of monitors for water and foam.
- iii) Measurement of hose reel hose and its trial test.
- iv) Testing of accessories to be kept with the foam tender.

10.3 Details of Manpower to be provided :

- a) The contractor shall submit to EoC the details of the personnel (Fire Crew) to be deployed containing the qualification, training and experience within 60 days from the date of Lol. It may be noted that Commissioning Certificate will not be given unless the details of manpower to be provided by the contractor is submitted to EoC and the approval of EoC for the same is obtained.
- b) In the event the contractor changes the workmen initially deployed, such change of deployment shall be made upon submission of the qualification and experience of the new workmen and with approval of EoC.
- c) EoC reserves the right to reject any one or all the personnel proposed to be deployed by the contractor on the basis of their qualification, training, performance, conduct and discipline.

10.4 Period of Contract:

3 (three) years from the date of successful commissioning of the Foam Tender as per clause-10.2 of the tender document. In the event, the commissioning is delayed beyond the time specified at clause-10.2 for reasons attributable to the contractor, the contract will deem to commence on the day next to the date of completion of time specified in clause-10.2 of the tender document.

10.5 Performance Guarantee:

10.5.1 The successful tenderer shall have to keep Performance Guarantee equivalent to 10% of the annual contract price inclusive of GST. The Performance Guarantee shall have to be deposited either in cash or in Demand Draft drawn on any scheduled 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 more and as per proforma is given at **Appendix-VI** within a period of 30 days from the date of issuance of Lol. If the successful tenderer fails to pay the Performance Guarantee as indicated above, the same will be recovered from the running bill of the Contractor for the first six months.

10.5.2 The Performance Guarantee shall be held by the HDC, KoPT as security for the performance of the Contractor's obligation under the contract. The Performance Guarantee shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC, KoPT due to default on the part of the Contractor.

10.6 Contract Agreement:

10.6.1 The successful Tenderer shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at INR 50 or more signed jointly with HDC, KoPT under official seals within a period of 30 days from issuance of Lol. Format of the Agreement shall be as per **Appendix-XIII**.

10.6.2 Pending execution of Contract Agreement, the Lol and its acceptance by the successful tenderer will be construed as an Agreement between HDC, KoPT

and the successful tenderer for fulfilling the scope of work and obligation of the contract by the successful bidder.

- 10.6.3 All costs, charges and expenses etc to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer

10.7 Liquidated Damages:

In the event of successful tenderer failing to commence the contract within the stipulated time frame mentioned under Clause-10.2 or such extension thereof as may be allowed by the HDC, KoPT in writing, the contractor shall be required to pay as compensation (Liquidated Damage), and not as penalty, @1/2% of the total value of the order for delay in commencement of the contract every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total annual contract value.

HDC, KoPT may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the contractor. The payment of deduction of such damages shall not relieve the contractor from the obligation to non supply of Foam Tender with all associated facilities and/or manpower from any other of his obligation or liabilities under the contract. GST on L.D. amount as per law time being in force, shall be levied.

10.8 Permitted Down Time:

The contractor will be allowed downtime for repair and maintenance of the Foam Tender as follows:-

- a) For planned maintenance –

The contractor will be allowed a downtime for a maximum period of 12 days in every 12 month period from the date of obtaining Commissioning Certificate for periodical servicing, planned maintenance and compliance with statutory obligations. The said 12 day period may be taken in parts or in one go. However, the unutilized period of 12 days in any annual period will not be allowed to be carried forward to the subsequent annual period.

The contractor will however be allowed to avail this downtime under intimation to KoPT well in advance.

- b) Breakdown Maintenance –

The contractor will be allowed a further downtime [in addition to clause-10.8 (a)] of one day in a month on account of sudden breakdown if any without any penalty for non availability of the Foam Tender.

- c) The contractor shall intimate EoC or his authorized representative before commencement of every 'Permitted Downtime Period'. He shall also intimate EoC or his authorized representative on cessation of the said downtime period.

10.9 Penalty for Non Availability of Foam Tender:

In case the Foam Tender is not available other than during the permissible downtime mentioned in clause-10.8 or if it is found at any point of time that the Foam Tender is out of commission and the contractor has not given due intimation to EoC or his authorized representative, the contractor shall pay penalty of Rs 2000/- per hour plus applicable GST of non availability.

10.10 Absenteeism of Employees and other Non Conformity:

- a) In case the contractor fails to provide the shift wise manpower as mentioned at clause- 1.5, deduction at the rate of Rs. 5000/- plus applicable GST per day per head will be made for the absent workmen.
- b) In the event any of the workman is found not wearing the prescribed uniform, a deduction of Rs. 1000/- plus applicable GST per day per workman will be made.
- c) In the event any of the workman is found not wearing the prescribed PPE (Personal Protecting Equipment) , a deduction of Rs. 5000/- plus applicable GST per workman will be made
- d) If any workman is found not giving satisfactory performance, the contractor will be given one month notice for replacement of the said member failing which the said member will not be allowed to perform the duty.
- e) In case of non availability of First Aid Box, a deduction of Rs 500/- plus applicable GST will be made per occasion.

10.11 Permit:

The contractor shall obtain RFID permit from HDC Authority/its representatives on chargeable basis for entry of his manpower deployed under the contract inside the dock on payment of necessary applicable charges as per laid down procedure. The present rates of RFID permits are given at **Annex-XI**.

10.12 Compliance with Acts, Laws, Statues:

The contractor shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees

Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.

The contractor shall have a Provident Fund Account number allotted by Provident Fund Commissioner. The contractor shall obtain contract labour license for executing the contract from Regional Labour Commissioner as per provisions of the Contract Labour (Regulation & Abolition) Act, 1970.

10.13 Workmen Compensation:

The successful bidders must cover their workers under Workmen Compensation Act, Fatal Accident Act and Personal Injuries Insurance Act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant Acts.

10.14 Indemnity and Insurance:

The contractor shall indemnify and keep indemnified HDC, KoPT and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure or default by the contractor in due performance of his obligations under this contract including compliance with the acts, laws, statutes.

The contractor shall indemnify KoPT from the possible future demand of the workers employed by the contractor that they be absorbed in KoPT. It will be the responsibility of the contractor to find a solution for such demand if it arises.

10.15 Safety & Pollution Control:

In addition to the provisions of relevant clauses of GCC, the Contractor shall take all reasonable precautions to avoid pollution or contamination of the air, land or water arising out of the performance of the work. Should there be a discharge or escape of appreciable quantity of pollutants or contaminants during performance of its obligations under this contract which occurs as a result of activities of the Contractor, the Contractor shall immediately take all necessary actions to contain, control, recover or disperse the substance and to eliminate the safety and environmental risks and correct the damage resulting there from.

10.16 Non-Adherence to Safety Procedures and Practices:

In case of any damage to the property of HDC, KoPT , the cost of repair / restoration shall be recovered from the contractor.

10.17 Non-Assignability:

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or company whatsoever without the approval of HDC, KoPT.

10.18 Income Tax:

Income Tax along with surcharge of Income Tax as applicable at the prevailing rate shall be deducted from the Contractor's bill as per applicable laws.

10.19 Amendment in Contract Provisions:

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Govt. of India and law of the land on the subject.

10.20 Illegality:

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

10.21 Event of Default:

- (a) In case the delay in initial repairing to its desired level and commissioning of Foam Tender along with manpower exceeds 120 days from the date by which the contract is to commence as per clause-10.2 of SCC.
- (b) If the contractor fails to perform or discharge any of its obligations under the provisions of the contract.
- (c) The representation made, or documents / certificates submitted given by the successful tenderer (who subsequently became the contractor) / contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) The contractor is adjudicated bankrupt or becomes insolvent.
- (e) The contractor assigns or transfers the full/ part of the contract to any third party without approval of HDC, KoPT.
- (f) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of KoPT.
- (g) If the contractor through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

10.22 Fuel Escalation:

During the period of contract for 03 (three) years, the contractor shall not be entitled to receive any escalation for any increase in the price of materials, spares or any other item except for fuel oil (HSD). As per clause 6.3(b)(i), in the event overall kilometer run goes beyond 1800 km in a year, the contractor will be paid Rs.20/- per km for such excess run beyond 1800 kms. The payment for the same will be made annually after assessing the excess km run over and above 1800 kms per annum. However, this rate of Rs. 20/- per kilometer will be revised upwards / downwards on the basis of the difference in rates prevailing on the date of submission of tender and the minimum rate of HSD at Haldia (price of Oil PSUs) prevailing in the month of December every year.

The revision would be made as per following formula:-

$$\text{Rs } 20 + \frac{A \times (P1 - P2)}{3.5 \text{ km / ltr.}}$$

Note-

- a) P1 stands for minimum diesel price at Haldia ruling in the month of December.
- b) P2 stands for the diesel price prevailing at Haldia as on the date of submission of tender.
- c) A stands for excess km run over and above 1800 km per annum.

10.23 Police Verification:

The Contractor shall submit the Character & Antecedent verification certificate (issued by police authority) of all personnel engaged at HDC, KoPT through this tender and submit the same to the office of General Manager(M&S), HDC before deployment of his personnel at HDC, KoPT.

10.24 The contractor shall endeavor to carry out the annual medical check-up of their deployed workmen as per requirements of HDC, KoPT.

10.25 The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner (Central), Kolkata from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer of Contract (EoC). EoC shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority applicable at Haldia from time to time. The contractor after disbursing the wages shall submit various documents details of which will be intimated to the successful tenderer the rates of minimum wages presently applicable at Haldia are given at **Appendix – XVI**. However, these rates are revised by the Central Govt. from time to time.

11. Termination:

- (a) In the event of occurrence of any event of default as mentioned at Clause - 10.21, KoPT may proceed for terminating the contract by way of giving one (1) month (termination period) notice within which time the Contractor shall be required to peacefully remove his manpower deployed under the contract from the premises of KoPT. In case of failure on the part of the Contractor to do so, KoPT shall be at liberty to remove those manpower at the cost, expenses and risk of the contractor. Also, in such event, the Contractor shall not be entitled to claim any compensation from KoPT for any damage that may occur during such removal.
- (b) During the termination period of 1 month as at (a) above, the Contractor may be asked by KoPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the Foam Tender and manpower.
- (c) No compensation shall be paid by KoPT to the Contractor in the event of termination of the contract.
- (d) If after termination, any amount is due to be paid by KoPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by KoPT from the Contractor.

12. Dispute Resolution:

If any dispute or difference or claims of any kind arises between the Contractor and KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, the decision of the Deputy Chairman, HDC, KoPT shall be final and binding upon all parties.

13. Mode of Payment:

- (a) All payment to the contractor will be made through ECS by HDC, KoPT.
- (b) The contractor shall submit an invoice for the monthly charges on the basis of the quoted rates accepted by HDC, KoPT covering the period of preceding month before the 5th of every month to HDC, KoPT.
- (c) The contractor shall submit along with the invoices, the copies of wage register evidencing payment of salary made to the workmen employed by the Contractor, copy of attendance register duly endorsed by designated port official.
- (d) The contractor shall also submit the copies of Challans towards depositing the PF/ESI amount against each workmen name, deposited for the previous month for all the workers working under contract.

- (e) Payment in case of satisfactory work will be made within 30 days from the date of receipt of bill complete in all respects. However, no interest shall be paid for delayed payment.
- (f) Deduction of Income Tax & other taxes shall be made from any amount payable to the Contractor as per the relevant provisions applicable at the time of payment. HDC, KoPT shall not be liable for any tax deduction of the workmen by the contractor.

14. Payment of Taxes:

The contractor shall be liable to pay all taxes, levies, and duties etc. to State Govt., Govt. of India or any other authority under any law for the time being in force in respect of or in accordance with the execution of contract. If after the last date of submission of tender there is any change in the existing rate of taxes/any new taxes, duties, levies, royalties etc. introduced after submission of the tender and during the tenure of the contract, the additional or reduced cost shall be reimbursed by HDC, KoPT or credited to HDC, KoPT and the contract price adjusted accordingly. As per the reforms of the taxes by central Govt./ State Govt. Contractor shall be liable to comply with the GST Act requirements during the tenure of the contract. Original/Provisional GST registration certificate indicating GSTN No. & ARN No. shall be submitted at the time of bid submission.

15. Taxes (GST):

- i) The quoted rates should be excluding GST. The GST as applicable, shall be paid extra against proper invoice submitted by the supplier.
- ii) The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable KoPT to get due credit against GST paid.
- iii) In case of any failure on the above account, GST amount even if paid by KoPT shall be recoverable from the contractor. The contractor to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- iv) Taxes deducted at source (TDS) would be made as per Govt. guidelines prevailing from time to time.

16. Jurisdiction of Court

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Kolkata.

17. Strike by Contractor's Employees:

Non-availability of fire crew or strike by the contractor's workmen shall not be a ground or any excuse for not executing the works as stipulated in the tender. In

such case, penalty as per Clause-10.9 & 10.10 (Annexure-II) shall be levied and shall be effected from the next bill of the contractor.

18. Accident:

All liabilities, expenses, costs etc. arising whether directly or indirectly, out of or in consequence of, any damages, loss, negligence etc. for any reason whatsoever, attributable to the Contractor shall be borne exclusively by the Contractor. No liability on this account shall accrue to the port under any circumstances.

19. Expiry of the Contract with efflux of time:

- (a) The Contractor shall peacefully remove the manpower deployed under the contract from the KoPT premises after expiry of the period of contract with efflux of time.
- (b) No compensation shall be paid by HDC, KoPT to the Contractor on expiry of the contract with efflux of time.
- (c) The contractor will ensure that his workmen deployed for performance of the contract do not make any demand for their absorption in KoPT after expiry of the contract.
- (d) Upon expiry of the contract with efflux of time, if any amount is due to be paid by KoPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by KoPT from the Contractor.

20. Force Majeure:

- 20.1 Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.
- 20.2 Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).
- 20.3 Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor.
- 20.4 An act of war, riot etc.
- 20.5 Industry wide or State wide strikes or industrial actions.
- 20.6 Any civil commotion, boycott or mass agitation which prevents the contractor in supplying / operating the equipment under the provisions of the contract.

21. Notice of Force Majeure Event :

21.1 The Contractor shall give notice to HDC,KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

21.2 The notice shall inter-alia include full particulars of

- a) The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
- b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,
- c) The measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event , and
- d) Any other relevant information.

22. Period of Force Majeure

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until the earlier of:

- (a) expiry of the period during which the Contractor is excused from performance of its obligations OR
- (b) termination of the contract,

23. Performance Excused :

The Contractor to the extent rendered unable to perform its obligations or 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 considered reasonable by KoPT consequent to the Force Majeure Event.

24 Resumption of Performance :

24.1 During the period of Force Majeure, the Contractor 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 Contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KoPT of the same in writing.

24.2 KoPT may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant

performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KoPT at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

24.3 Effect of Force Majeure Event :

If the period of Force Majeure continues or is in the reasonable judgement of the parties is 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 terms.

Appendix-I

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

Covering Letter

**General Manager (M&S),
Haldia Dock Complex,
Kolkata Port Trust.**

Dear Sir,

Date:.....

**Sub: TENDER FOR OPERATION AND MAINTENANCE OF ONE (01) KoPT'S FOAM
TENDER AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

I/We(name of the Tenderer) having examined the tender document No. Ad/0019/W/Manpower Hiring/T/19-21 for Operation and Maintenance of one (01) KOPT's Foam Tender at Haldia Dock Complex, Kolkata Port Trust.

1. And understood its contents, hereby submit our tender for operation and maintenance of one (01) KOPT's Foam Tender at Haldia Dock Complex, Kolkata Port Trust.
2. All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/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.
4. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following:
 - a) I/we 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.
 - b) I/we certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
6. I/we declare that:

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.
- b) I/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.
- 7. I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- 8. I/We.....(Name of Tenderer) hereby undertakes that I/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 :

Appendix-II

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

PROFILE OF THE TENDERER

1. (a) Name of the company
(b) Country of incorporation
(c) Address of the corporate headquarters and its branch office(s), if any in India.
(d) Date of incorporation and commencement of business.

2. Details of individual(s) of the tenderer who will serve as the point of contact/ communication with KoPT:

(a) Name :
(b) Designation :
(c) Company :
(d) Address :
(e) Telephone Number :
(Land & Mobile)
(f) E-Mail Address :
(g) Fax Number :

3. Details of Power of Attorney Holder(s) of the Tenderer:

(a) Name
(b) Designation :
(c) Company :
(d) Address :
(e) Telephone No. :
Land & Mobile, if any
(f) Fax No., if any :
(g) Email Address :

Signature of Power of Attorney Holder(s)

Name:

Designation:

Date :

Seal.....

Appendix-III

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

FORMAT FOR DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE

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

Details of experience during last 7 years ending on 31.03.2019
(Reference Clause 5.2)

Sl. No.	Contract Order Reference No. with the name of the organization who placed the order	Date of completion of Contract	Details of Contract completion certificate

Note:

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

Signature of Power of Attorney Holder (s):

Name :

Designation :

Date :

Seal

CERTIFIED BY

Name of Statutory Auditor /Chartered Accountant Firm.....

Registration no. & other details.....

Name of Signatory

Signature.....

Designation Date.....

Appendix-IV

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

FORMAT FOR DEMONSTRATING FINANCIAL CAPACITY

(Reference Clause 5.1)

(in Rs lakhs)

Name of Tenderer	Average Annual Financial Turn Over (Average of last 3 years ending 31.03.2019)
(1)	(2)

- **A Tenderer should fill in details as per the above format**
- **The Tenderer should provide details of its own Financial Capacity.**

Average Financial Turnover should be certified by Chartered Accountant

Signature of Authorized Signatory.....
 Name:
 Designation:.....
 Date :
 Seal

CERTIFIED BY

Name of Chartered Accountant Firm
 Registration No. & other details
 Name of the Signatory.....
 Signature.....
 Designation
 Date.....

Appendix-V

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

Format for Power of Attorney for signing of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of Rs. 10)

Dated:

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

Mr..... (Name of the Person), residing at.....(Address of the Person) acting as.....(Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of [Name of the Tenderer] to sign the tender [(Tender No.and (Tender subject- “.....”)] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry’s etc. as may be required by Haldia Dock Complex, Kolkata Port Trust (KoPT) in respect of the tenderer.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr.....)

For.....(Name of the Tenderer)

.....
(Signature with Office Seal)

Date :- Name :-

Place: Designation :-

Address :-

Appendix-VI

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

**To
The Board of
Trustees for the Port
of Calcutta,**

BANK GUARANTEE NO DATE

Name of Issuing Bank.....

Name of Branch

Address

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate- duly constituted under the Major Port Trusts 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 as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for..... (write the name of the work as per Work Order) in terms of the Work Order No. dated

..... (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), we, Branch, Calcutta..... / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said 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, Calcutta..... / 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 "Calcutta Port Trust", without any demur. Even it there be any dispute between the contractor and the Trustees, this would be no ground for us,(Name of the Bank),.....

Branch, Kolkata / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,.....Branch,Calcutta..... / 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, Calcutta / Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,.....Branch, Calcutta..... / 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, Calcutta..... / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,..... Branch, Calcutta / 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 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 extension made by..... 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, Calcutta..... / 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, Calcutta..... / 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, Calcutta..... / Haldia.

5. We,
Branch, Calcutta..... / 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

CALCUTTA / HALDIA

(OFFICIAL SEAL OF THE BANK)

Appendix-VII**LIST OF DOCUMENTS TO BE UPLOADED**

(Documents to be downloaded, filled up, signed, scanned and uploaded)

Following documents for meeting the pre-qualification criteria should be uploaded by the Tenderer along with offer otherwise their offer may be rejected:

1	The Tenderer shall submit details of his technical eligibility as per format given at Appendix-III along with certified copies of all contract orders and contract completion certificates issued by the beneficiaries to substantiate the details given in Appendix-III. The Appendix-III should be signed and certified in the manner detailed in the said Appendix.
2	The Tenderer shall submit details of his financial eligibility as per format given at Appendix-IV along with audited balance sheet and Profit & Loss account for the last 3 (three) financial years ending on 31.03.2018.
3	The Power of Attorney of the person authorized to submit the tender and providing other details to KoPT as per format given at Appendix-V.
4	Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable.
5	The Tenderer shall submit self certified copy of valid G.S.T. Registration Number / Code Number.
6	Self-certified copy of PAN
7	The Tenderer shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix VIII in case the Tenderer is not covered under ESI Act or exempted from it.
8	The Tenderer shall submit certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix - IX in case the Tenderer is not covered under Provident Fund Act or exempted from it
9	The Tenderer shall submit certified copy of valid Trade License and Labour License
10	Profile of Tenderer as per Appendix- II.
11	Covering Letter by the Tenderer as per Appendix-I
12	Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme)
13	All others supporting documents as indicated in the Tender Document , as may be applicable.

Appendix-VIII

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

Affidavit Format in case the Tenderer is not covered under ESI Act or exempted

On 10/- (Rupees Ten) Non-judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

Affidavit

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

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

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

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said Firm has no valid E.S.I. Registration.

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

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

Deponent Identified by:

Appendix-IX

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

Affidavit Format in case the Tenderer is not covered under Provident Fund Act or Exempted

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

Affidavit

Ison of aged about..... years, by faith.....by.....occupation , residing at, do hereby solemnly affirm and declare as follows:

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

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

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

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

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

Deponent Identified by:

Appendix- X

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

On 100/- (Rupees Sixty) Non-judicial Stamp Paper

FORMAT OF INDEMNITY BOND

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

2. WHEREAS , the said Kolkata Port Trust had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act (exempted),to furnish an Indemnity Bond in favour of Kolkata Port trust against all damages and accidents to the labourer of the 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 Tender No.-----

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

IN WITNESS WHEREOF I, -----, the Partner/Proprietor/Director/Authorised representative of the Firm -----, hereto set and seal this the ----- day of-----

Appendix-XI**CHARGEABLE RATES OF RFID PERMITS**

Sl. No.(A)	Description(B)	Category of Permit©	Basic Charge as per SoR (D)	CGST(9%) (E)	SGST(9%) (F)	Total of (D+E+F) for WBGST (G)(after Rounding off)	IGST(18%) (H)	Total of (D+G) for IGST (I) (after rounding off)
1	Dock Permit per person	Daily ##	8.50	1	1	11.00	2	11.00
		Monthly	229.5	21	21	272.00	41	271.00
		Quarterly	690.25	62	62	814.00	124	814.00
		Annual	2295	207	207	2709.00	413	2708.00
		Biennial	3672	330	330	4332.00	661	4333.00
2	Dock Permit per vehicle and circular permit for vehicle carrying ship's gear and stores (inclusive of overnight stayal)	Daily ##	42.53	4	4	51.00	8	51.00
		Monthly	1148.31	103	103	1354.00	207	1355.00
		Quarterly	2296.62	207	207	2711.00	413	2710.00
		Annual	4593.24	413	413	5419.00	827	5420.00
3	Dock Permit for mobile crane/ Reach Stacker/ Toplifter (inclusive of overnight stayal)/ Dumper / Payloader	Daily	170.1	15	15	200.00	31	201.00
		Monthly	4592.7	413	413	5419.00	827	5420.00
		Quarterly	9184.4	827	827	10838.00	1653	10837.00
		Annual	18370.8	1653	1653	21677.00	3307	21678.00
4	Dock Permit for Fork-lift / Trailer or any other handling equipment (inclusive of overnight stayal)	Daily	102.06	9	9	120.00	18	120.00
		Monthly	2755.62	248	248	3252.00	496	3252.00
		Quarterly	5511.24	496	496	6503.00	992	6503.00
		Annual	11022.48	992	992	13006.00	1984	13006.00
5	Dock Permit for cart (inclusive of overnight stayal).	Daily ##	17	2	2	21.00	3	20.00
		Monthly	459.99	41	41	542.00	83	543.00
		Quarterly	1239.3	112	112	1463.00	223	1462.00
		Annual	4461.68	402	402	5266.00	803	5265.00
6	Permit for Hawkers / Vendors.	Annual	1275.75	115	115	1506.00	230	1506.00
7	Ship personnel permit book (consisting of 50 permits).	Per Week **	19.44	2	2	23.00	3	22.00
		Per Book	972	87	87	1146.00	175	1147.00
8	Clearing & Forwarding Agency License	For 1 Month	389	35	35	459.00	70	459.00
		For 1 Year	4200	378	378	4956.00	756	4956.00
		For 3 Years	10498	945	945	12388.00	1890	12388.00
		For 5 Years	13997	1260	1260	16517.00	2519	16516.00
		For 10 Years	27994	2519	2519	33032.00	5039	33033.00
9	Jetty Sircar's / Cooper License (inclusive of Dock entry).	For 1 Month	234	21	21	276.00	42	276.00
		For 1 Year	2100	189	189	2478.00	378	2478.00
		For 3 Years	5055	455	455	5965.00	910	5965.00
		For 5 Years	6999	630	630	8259.00	1260	8259.00
10	Ship Repairing/Ship Chandling/Ship Survey	Annual	4277	385	385	5047.00	770	5047.00
11	Stevedoring License / Handling Agents Licence.	Annual	50000	4500	4500	59000.00	9000	59000.00
12	Permit for using Truck Terminal at HDC/ KDS per truck/ lorry/trailer.	Daily ##	100	9	9	118.00	18	118.00
13	Amendment Cahrge	Per Amendment	59.87	5	5	70.00	11	71.00

Appendix-XII**(Only format to be downloaded signed, scanned and uploaded)****PRICE BID****TENDER FOR**

Initial repair of HDC, KoPT's Foam Tender and supply of manpower for operation and maintenance of the same Foam Tender round the clock with crew of 01 Fire Supervisor, 01 DCPO and 04 Firemen in each shift for a period of 3 years.

TENDER No.: Ad/0019/W/Manpower Hiring/T/19-21**SCHEDULE OF RATES**

Sl. No.	Description of items	Amount in Rs
1.	<p>1.01) Cost for Initial repair of HDC, KoPT's Foam Tender (FCT-8) to bring the same to its desired level as given at column 3 of Tender Document.</p> <p>1.02) Consolidated monthly amount for operation and maintenance of the same refurbished Foam Tender (FCT-8) round the clock with crew of 01 Fire Supervisor, 01 DCPO and 04 Firemen in each shift for a period of 3 years for fulfilling the scope of work, special conditions of contract, General Conditions of Contract and other obligations of the contract as detailed in the tender document.</p> <p>Total (1.01+1.02):</p>	<p>_____ (In figures)</p> <p>-----</p> <p>_____ (in words)</p> <p>_____ (In figures)</p> <p>-----</p> <p>_____ (in words)</p>
2	Applicable GST percentage.%
3	Total Cost including GST	

Note –

- a) The tenderers are advised to carefully note the scope of work and other obligations of the contract, all applicable terms and conditions of the contract and the method of submission of bid and other details as specifically detailed in the tender document prior to submission of the bid.
- b) The evaluation of price bids will be made on the basis of overall rates (1.01+1.02 of item no. 1) of the Schedule of Rates.
- c) It is to be noted that the 'Price Bid' shall contain rate only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

Appendix - XIII

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF AGREEMENT

THIS AGREEMENT made this day of 20 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trust 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 the one part and

..... (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed, viz Hiring of Foam Tender with manpower at HDC

..... and have accepted a Tender / offer by the Contractor for the **Operation and Maintenance of one (01) KoPT's Foam Tender (FCT-8) for a period of three(03) years**. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
 - a. The said Tender/Offer & the acceptance of Tender/ Offer.
 - b. The General Conditions of Contract.
 - c. Special Conditions of Contract.
 - d. The Scope of Work and other obligations
 - e. Technical Specifications of Foam Tender and Technical Qualification of Manpower.
 - f. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

The Seal of was hereunto affixed in the presence of :
Name:-.....

Appendix - XIV

Declaration by the Tenderer:

I/we have carefully read and understood the detailed Scope of Work, Special Conditions of Contract, General Conditions of Contract (available at KoPT's website), Technical Specifications of Foam Tender(FCT-8), Technical Qualifications of Manpower to be deployed and other obligations of the Contract as mentioned in the Tender Document (Tender No. Ad/0019/W/Manpower Hiring/T/19-21) for Operation and Maintenance of one(01) KoPT's Foam Tender at Haldia Dock Complex, Kolkata Port Trust.

I/we hereby declare to have bid for the above-mentioned tender and further confirm that all laid down Terms and Conditions are hereby accepted by me/us and I/we agree that I/we shall be bound by the said Terms and Conditions of Haldia Dock Complex, Kolkata Port Trust.

Dated:

Place:

Signature & Office Seal of the Tenderer.

Name of Proprietor:

Address of Proprietor:

(To be filled up and submitted alongwith all the pages of the Tender Document duly signed).

Annexure-XV**PRESENT HEALTH OF THE FOAM TENDER (FCT-8)****1. Chassis and Body repairing work:**

- a. Whole body repairing work including equipment lockers with replacement of damaged supporting channels and angles as required.
- b. Driver and crew cabin repairing with floor, all seats repairing with foam and raxine etc. and total roof to be repaired.
- c. Water tank and foam tank mounting cross members to be replaced.
- d. Rear view mirror mounting brackets to be replaced.
- e. Overhead cover and structure mounting of hose reel to be repaired .
- f. Ladder stands to be repaired.
- g. All the grease nipples to be made ready.
- h. Repairing of rear ladder (both sides)
- i. Replacement of rear towing hook.
- j. Repairing of spare wheel carrier.
- k. All 'U' bolts to be replaced,
- l. Repairing of rear part of extended chassis cross member structure.
- m. All doors of cabin and equipment lockers are to be repaired with locking arrangement, operating handle and glass with easy glass lifting mechanism.
- n. All spring leaf set re-cambering/ replacement along with shock absorbers and allied spare parts.
- o. All mudguards are to be changed with supporting frame and mudguard flaps.
- p. Front and rear bumpers are to be changed.
- q. Front show and grill are to be changed.
- r. Weak portion of the chassis in both sides to be strengthened with required spare parts by repairing/ replacement.

2. Mounted equipment (pumps, priming system etc.):

- a. Overhauling of reciprocating and watering priming system.
- b. Overhauling of main fire pump.
- c. Rear operational panel board to be repaired.
- d. Pipeline with flange and packing are to be changed, wherever in damaged condition.
- e. Repairing/ replacement of suction valve and right side delivery valve (all valves are to be made easy for operation).
- f. Pressure gauge and compound gauge with connecting pipes are to be changed. (calibration certificate of pressure gauge and compound gauge to be provided)

3. Electrical work:

- a. Both head light assembly are to be changed.
- b. Back lights and indicator lights assembly to be changed.
- c. Wiper are with blades on the both sides are to be changed.
- d. Public Address(PA) system and siren overhauling

- e. Revolving light assembly to be changed.
- f. Cabin light and equipment locker lights to be changed.
- g. Wiring harness to be checked.
- h. Overhead search light to be changed.
- i. Fog light to be fitted.

4. Mechanical work (engine, steering system, fuel system etc.) with replacement of damaged/ unserviceable spare parts:

- a. Brake system overhauling including all connecting pipeline, brake shoe and brake liners, dual valve, air tanks etc.
- b. Leakage of engine oil from engine head to be rectified.
- c. Injector- engine joint leakage to be rectified.
- d. Replacement of clutch master cylinder, slave cylinder and other allied spare parts.
- e. P.T.O. shaft centre bearing and housing to be replaced.
- f. Servicing of turbo charger.
- g. Suspension system overhauling including kind pin shaft with bush and bearing drag link rod etc.
- h. Cleaning of fuel tank and fuel line along with change of air cleaner unit.
- i. Cleaning of lube oil in engine gear box, PTO box and differential.
- j. Change of coolant with connecting hoses.
- k. Throttle valve operating cable with wire assy. (rear end).
- l. Cleaning of radiator along with radiator connecting hoses, housing bracket and clamps to be changed.
- m. Silencer box complete assembly with connecting pipes, packing, spark arrester and holding clamp are to be changed.
- n. Steering side and backlash play to be rectified.

5. Painting and lettering job:

- a. Under chassis to be thoroughly cleaned and good quality chassis paint to be applied in 3 coats.
- b. Whole body to be thoroughly cleaned and good quality P.O. red paint to be applied in 2 coats after primer paint.
- c. Lettering job to be done both English and Hindi as per existing size and location.

ANNEXURE - XVI

KOLKATA PORT TRUST

Personnel & Industrial
Relations Division,
Haldia Dock Complex

No. P&IR/97/2019/65

Date: April 04, 2019

General Manager (Finance) /C

Sub: Revised rates of minimum wages w.e.f. 01.04.2019.

As confirmed by the Labour Enforcement Officer (Central), Kharagpur, the following rates of minimum wages are applicable for the various categories of contract labours working under the jurisdiction of Haldia Dock Complex at Haldia and Kolkata w.e.f. April 01, 2019:-

Sl. No.	Category of labour	Minimum rates of wages per day	Zone
1	Unskilled	₹ 390/-	Haldia
2	Semi-skilled	₹ 457/-	Haldia
3	Skilled	₹ 551/-	Haldia
4	Highly-skilled	₹ 645/-	Haldia
5	Unskilled	₹ 584/-	Kolkata
6	Semi-skilled	₹ 645/-	Kolkata
7	Skilled	₹ 710/-	Kolkata
8	Highly-skilled	₹ 775/-	Kolkata

Order No. F.No. 1/8(3)/2019-L.S-II dated March 27, 2019 of the Chief Labour Commissioner (Central), Government of India and the confirmation of the Labour Enforcement Officer (Central), Kharagpur are enclosed at Annexure- I & II respectively.

Encl: As stated.

(I. Hazra)
Sr. Dy. Manager (P&IR)

Copy to: General Manager (M&S), General Manager (Engineering), General Manager (Traffic), General Manager (Marine) /C, Manager (M.O), Sr. Dy. Manager-I (P&E), Sr. Dy. Manager-I (I&C), Sr. Dy. Manager-I (MM), Sr. Dy. Manager-I (Sh & CH)-I, Medical Superintendent-I, Sr. Dy. Manager- (Railways), Sr. Dy. Manager-I (Administration) for favour of information please.

ANNEXURE-XVII

FORMAT FOR INDEMNITY BOND FOR MATERIALS

This deed of indemnity bond made on dt. ----- by M/s....., having its office at (herein after called "the Contractor"). Whereas, the General Manager (M&S), Kolkata Port Trust, Haldia Dock Complex, District: Purba- Medinipur, West Bengal (herein after called "the Board") has placed a comprehensive rate contract bearing LOI No. for the purpose of Operation and Maintenance of one(01) KoPT's Foam Tender at Haldia Dock Complex, Kolkata Port Trust as stated in the terms and conditions mentioned in the e-tender No.which have been agreed upon by the Contractor here to

And

Whereas, in the consideration of said contract the Contractor has agreed to execute an INDEMNITY Bond for the operation and maintenance contract under Haldia Dock Complex, Kolkata Port Trust at his own cost, risk and responsibility.

Now this deed witness that in pursuance of the said agreement and in the premises, the Contractor agrees to indemnify KoPT and at all the times to hold himself liable for all the damages/ loss due to pilferage, fire, accident etc. or negligence on the part of the Contractor or his employees, agents and representatives or from whatever cause with all losses and expenses incurred by KoPT during execution of the contract as stated above;

For the purpose of maintenance contract, the Contractor shall employ or engage his own personnel at his sole responsibilities and shall keep KoPT, HDC fully indemnify against any claim whatsoever including claim for wages, injuries, compensation, death, etc,

That while executing the contract, if any accident or damage to the property/ life etc. arises by reason of any act of negligence/ omission/ default or non-compliance with any of the terms and conditions of statutory regulations or rules and regulation applicable within KoPT, HDC premises, on the part of the Contractor / his representatives or employees resulting in death or injury to any person and damages to the property of KoPT, HDC or any third party then in such event the Contractor will have to pay compensation to any such person including the employees of KoPT, HDC for such injury/damage. The Contractor shall in such an event keep KoPT, HDC indemnified from any demand, claims or proceedings made.

That the Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against the claim for injury, loss or damage caused by the Contractor in connection with the said maintenance contract.

In pursuance of the said agreement and in the premises, the Contractor agrees to indemnify KoPT and at all times to hold himself liable for claim for injury, loss or damage caused by him due to negligence on the part of the Contractor or his employees, agent, representatives or from whatever cause or any reason during execution of the contract and service and/ or to any person including the Contractor's workmen. Cost of insurance cover, if any, taken by him shall not be reimbursed by KoPT.

This bond is created and binding on the contractor for Foam Tender (FCT-8) prior to taking it to Contractor's premises for repairing etc. if the same is not possible to carry out at HDC's premises.

This bond and trust hereby created shall remain valid and binding on the Contractor till completion of the period of contract for 3 years or its extension and the Contractor shall obtain No Objection Certificate from KoPT.

Given under the Common Seal of
The Board of Trustees and Signed

On behalf of
(Contractor)

WITNESS