

TENDER No. : ADMN/T/C/2020-22

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

**TENDER DOCUMENT**

**FOR**

**SUPPLY, OPERATION & MAINTENANCE OF MOTOR CABS, MAXI CABS,**

**UNDER**

**HALDIA DOCK COMPLEX**

**TENDER No. : ADMN/T/C/2020-22**

**E-TENDER No. 2020\_KoPT\_562590\_1**

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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.

**PART-I: TECHNO-COMMERCIAL PART****KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Administration Division, Jawahar Tower Complex,  
P.O.: - Haldia Township, Dist.: Purba Medinipur,  
PIN: 721607, West Bengal.

**NOTICE INVITING TENDER (NIT)**

E-Tender under two part system (**Part I: Techno-Commercial Bid** and **Part II: Price Bid**) are invited from experienced, bonafide and reliable transport contractors for Supply, Operation & Maintenance of A/C motor cabs & A/C maxi cabs under Haldia Dock Complex for a period of 3 years.

The Tender Document may be downloaded from CPPP website <https://eprocure.gov.in/eprocure/app> and [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). Corrigendum / addendum, if any, shall be hosted only on <https://eprocure.gov.in/eprocure/app> and [www.kolkataporttrust.gov.in](http://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 above websites frequently.

**SCHEDULE OF TENDER (SOT)**

A	Tender No.	NO. ADMN/T/C/2020-22
B	Mode of Tender	e-Procurement System. (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> /eprocure/app.  The intending bidders are required to submit their offer electronically through CPPP e-tendering portal. <b>No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.</b>
C	E-Tender No.	<b>2020_KoPT_562590_1</b>
D	Date of availability of the NIT to parties to download	<b>03/06/2020</b>
E	Date and Time for pre-bid meeting	Pre-bid Meeting on <b>09/06/2020</b> at 11.00 am at the office of Sr. Dy. Manager (Administration) at Jawahar Tower, Annex Building, 2nd Floor, Haldia.
F	Estimated Cost of Work	Rs 2,79,23,243 /- (Rupees Two Crores Seventy Nine Lakhs & Twenty three thousand two hundred forty three only)

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G	Earnest Money Deposit	The intending bidders must deposit Rs 5,58,465/- (Rupees Five Lakhs Fifty eight Thousand Four hundred sixty Five only), as Earnest Money (if applicable), to Haldia Dock Complex, through Demand Draft(DD)/Banker Cheque in favour of Kolkata Port Trust, Haldia Dock Complex on any Scheduled / Nationalised Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan copy of DD/ Banker's Cheque should be uploaded along with the Techno-Commercial Bid. Earnest Money in the form of DD/Banker Cheque to be physically deposited at the office of the office of Sr. Dy. Manager, Administration Division,Haldia Dock Complex ,Ground Floor, Annex Building, Jawahar Tower, Haldia,PIN 721607, in sealed envelope, cover should be duly super scribed with "Earnest Money". Tender No and title of the work and Bidders Name.
H	. Bid Document Fee	The intending bidders should deposit Rs 2950.00 (Rupees Two Thousands Nine Hundred Fifty only) including GST @ 18%, as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of Kolkata Port Trust, Haldia Dock Complex on any Scheduled / Nationalised Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan copy of DD / Banker's Cheque should be uploaded along with Techno-Commercial Bid. Bid Document Fee in the form of DD/Banker Cheque to be physically deposited at the office of the office of Sr. Dy. Manager, Administration Division,Haldia Dock Complex ,Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in sealed envelope, cover should be duly super scribed with "Bid Document Fee".Tender No and title of the work and Bidders Name.
I (i)	Last date of generation of DD/Banker Cheque for EMD& Bid Document Fee	Before submission of online e –tender through <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
I(ii)	Last date of submission of EMD and Bid Document fee	<b>23/06/ 2020</b> upto 15:00 Hours
J	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid	<b>15/06/2020</b>
K	Date of closing of online e-tender for submission of Techno-Commercial Bid and Price Bid	<b>23/06/2020</b> upto 15:00 Hours
L	Part-I – Techno-Commercial Bid: Date and time of opening	<b>24/06/2020</b> after 15:30 Hours
M	Part-II – Price Bid: Date and time of opening	Will be informed separately to the Techno Commercially qualified bidders.

**PART-I: TECHNO-COMMERCIAL PART****ANNEXURE-I****IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT****WORK TITLE: “SUPPLY, OPERATION & MAINTENANCE OF A/C MOTOR CAB & MAXI CABS UNDER HALDIA DOCK COMPLEX FOR A PERIOD OF 3 YEARS”.**

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

Bidders are also requested to read the terms & conditions as at various Annexures / Appendices of this tender document before submitting online bid.

Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute so as to avoid any problem.

**Process of E-tender:**

1	<p>The Technical Bid And The Commercial Bid Has To Be Submitted On-Line At <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p>Vendors are required to register themselves online with <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p>In case of any clarification, please contact Haldia Dock Complex / Central Public Procurement Portal authority (before the scheduled bid submission end date and time of the e-tender).</p> <p><b>Contact persons (Haldia Dock Complex):</b></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">           Sri. C.Chatterjee            Sr.Dy. Manager ( Admin.),            Ph. No.- 03224-265490,            E-Mail:  <a href="mailto:cchatterjee.hdc@kolkataporttrust.gov.in">cchatterjee.hdc@kolkataporttrust.gov.in</a> </td> <td style="width: 50%;">           Sri. S.Mandal            Dy. Manager ( Admin.),            Ph. No.- 03224-263307,            E-Mail:  <a href="mailto:snmandal.hdc@kolkataporttrust.gov.in">snmandal.hdc@kolkataporttrust.gov.in</a> </td> </tr> </table> <p><b>Contact persons (CPP Portal):</b>  <b>Shri Nazmush – Mob: 9563251950 email: <a href="mailto:webhelpdesk@gmail.com">webhelpdesk@gmail.com</a></b>  <b>See CPP Portal for contact details.</b></p>	Sri. C.Chatterjee Sr.Dy. Manager ( Admin.), Ph. No.- 03224-265490, E-Mail: <a href="mailto:cchatterjee.hdc@kolkataporttrust.gov.in">cchatterjee.hdc@kolkataporttrust.gov.in</a>	Sri. S.Mandal Dy. Manager ( Admin.), Ph. No.- 03224-263307, E-Mail: <a href="mailto:snmandal.hdc@kolkataporttrust.gov.in">snmandal.hdc@kolkataporttrust.gov.in</a>
Sri. C.Chatterjee Sr.Dy. Manager ( Admin.), Ph. No.- 03224-265490, E-Mail: <a href="mailto:cchatterjee.hdc@kolkataporttrust.gov.in">cchatterjee.hdc@kolkataporttrust.gov.in</a>	Sri. S.Mandal Dy. Manager ( Admin.), Ph. No.- 03224-263307, E-Mail: <a href="mailto:snmandal.hdc@kolkataporttrust.gov.in">snmandal.hdc@kolkataporttrust.gov.in</a>		

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2	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
3	E-tender cannot be accessed after the due date and time mentioned in NIT.
4	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.
5	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
6	No deviation to the technical and commercial terms & conditions are allowed.
7	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.
8	The bid will be evaluated based on the filled-in technical & commercial formats.
9	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from the websites mentioned 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.
10	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 be hoisted in the CPP portal.
11	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/Udyog Aadhar Certificate.
12	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 No.503 dated 26.03.2012.
13	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.
14	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate /Udyog Aadhar Certificate has to be submitted along with the bid.
15	Due date of submission of tender may not be extended.
16	In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
17	Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**PART-I: TECHNO-COMMERCIAL PART**

**GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS**

**1. BACKGROUND:**

- 1.1 Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) located at Haldia, West Bengal is one of the Major Port in the east coast of India under the Ministry of Shipping, Government of India. Kolkata Port Trust has its head office at Kolkata. Haldia Dock Complex has its offices at Haldia.
- 1.2 Haldia Dock Complex intends to engage a suitable experienced, bonafied and reliable transporter for Supply & Operation of Motor/Maxi Cab AC including driver on monthly composite rate contract basis under Haldia Dock Complex for a period of 3 (three) years for the purpose of transportation of HDC officials or any other duty assing by HDC, KoPT to different locations within West Bengal or any other location.
- 1.3 For this purpose, online tender is invited for Supply,Operation & Maintenance of Motor/Maxi Cab AC including driver on monthly rate contract basis under Haldia Dock Complex for a period of 3 (three) years in accordance with the terms and conditions of this tender document.

**2. SCOPE OF WORK:**

- 2.1 The Work comprises Supply , Operation & Maintenance of 11 (Eleven) Air-conditioned (A/C) vehicles comprising 7 (Seven) A/C Motor Cabs and 4(Four) A/C Maxi Cabs on monthly rate contract basis under Haldia Dock Complex for a period of 3 years for the purpose of transportation of officials of HDC/KoPT, CISF HDC Unit and/or its guests, in and around the Haldia region in general and at times to other places within West Bengal e.g. Kolkata, Midnapore, Kharagpur, Digha, etc. or any other duty as may be assigned by HDC/KoPT. In this regards, extra cost, if any, relating to route permit etc. shall be borne by the contractor.
- 2.2 The successful contractor shall have to make all arrangements for obtaining route permit, fitness certificate, payment of all taxes, insurance, procurement and/or replacement of fuel/lubricants/spares/tyres etc. at his own cost and arrangements for uninterrupted supply & operation of the vehicles at all times during the currency of the contract.
- 2.3 **Minimum Capacity & Specification of vehicles to be supplied:**  
  
The contractor shall have to supply good condition AC Motor Cabs and AC Maxi Cabs registered as commercial vehicle acceptable to HDC.



Minimum capacity & specifications of the vehicle to be supplied will be as under:

Description	Motor Cab [7 Nos.]	Maxi Cab [4 Nos.]
<b>Preferable Make/Model</b>	Maruti Suzuki Dzire, Maruti Ertiga, Renault Lodgy or equivalent.	Mahindra Bolero or equivalent
<b>Colour</b>	White/ Silver	White/ Silver
<b>Fuel</b>	Diesel Driven	Diesel Driven
<b>Emission Norms</b>	Bharat Stage-IV / Bharat Stage-VI	Bharat Stage-IV / Bharat Stage-VI
<b>Engine Displacement</b>	Below 2000 CC	More than 2000 CC
<b>Date of registration</b>	Not before 01.01.2019.	Not before 01.01.2019.
<b>Type of registration</b>	Commercial	Commercial
<b>Minimum Seating Capacity</b>	4+1 (including driver)	8+1 (including Driver)

2.3.1 Detailed particulars of each of the 11 vehicles intended to be supplied shall be furnished by the contractor along with the 'Techno-Commercial Bid' of the tender in the format given at **Appendix-III**.

2.4 Deployment particulars of vehicles to be deployed under the contract:

Category of vehicle	Duty Type	Number of vehicles	Prescribed Ceiling Kilometer per month per vehicle
AC Motor Cab	<b>Category- A:</b> 12 hourly	5	2000
	<b>Category- B:</b> Round the clock(24 hourly)	2	2000
AC Maxi Cab	<b>Category- C:</b> 12 hourly	4	2200

2.5 Normal Duty Timings for deployment of vehicles under the contract :

1. 2 (Two) Nos. Motor Cabs are to be deployed for duty daily on round-the-clock (ie.24 hours in a day) basis for all the days in a month.
2. Remaining 9 (Nine) Nos. Cabs (Motor/Maxi) are to be deployed daily for 12 hours duty to be reckoned from reporting time of the vehicle in the day, for all the days in a month. Reporting time for such vehicles will be either at 6 AM or 7 AM or 8 AM or 9 AM or as per requirement of respective divisions for all the days in a month. Respective Divisions will

suitably inform the reporting time of the concerned vehicle to be deployed under them to the contractor & Engineer of the Contract (EOC) at the time of commencement of contract.

3. The reporting time of a vehicle may be changed by EOC or his authorized representative on request from concerned Division under whom the vehicle is deployed considering work requirements.
4. Normally, the reporting place of 12 hourly vehicles will be at Haldia Township.
5. A 'Month' shall mean English calendar month. A 'Day' shall mean midnight to midnight.

**2.6 Parking /Garage of vehicles & Empty run from Garage:**

- a) The contractor shall make his own arrangements for parking/Garage of the vehicles at his own costs.

In case of requirement, the contractor may apply for allotment of open space available under HDC/KoPT for setting up of temporary garage, which may be considered for allotment subject to feasibility on licence basis as per prevailing scheduled rates and applicable terms & conditions of licence.

- b) In respect of motor / maxi cabs deployed for 12 hour duty, the empty run of the vehicles from the contractor's garage to the reporting point at the starting of the daily duty and also from releasing point to the contractor's garage at the end of the daily duty , shall not be counted against kilometerage (hence non-chargeable).
- c) In respect of vehicles deployed on round the clock duty, to and from journey from the contractor's garage and the duty point shall not arise and shall not be considered.
- d) In case of vehicles reporting/released at Kukrahati/Kolaghat / Kolkata/ Kharagpur/ Tamluk / Midnapore or at locations other than Haldia Municipal area as may be specifically mentioned by HDC/KoPT from time to time, empty K.M. run to/from such places to HDC Township of Haldia shall be counted.

**2.7 Running and Maintenance:**

- a) All the vehicles on hire shall be kept in good operative condition at all times during the currency of the contract.
- b) The contractor shall provide Display Boards in each of the vehicles mentioning that the vehicles are in operation under Haldia Dock Complex. Such display boards should be prominently visible from outside.
- c) The contractor at his own cost shall arrange procurement and/or replacement of fuel, lubricants, spares, tyres, etc.
- d) All maintenance, repairs, check-up etc. shall be arranged by the contractor at his own cost.

- e) At the time of reporting for duty, the vehicles shall be provided with necessary fuel, lubricants etc. by the contractor. No kilometer run shall be allowed by KoPT for refueling during the duty period.
- f) In case of breakdown / accident or withdrawal of any vehicle by the contractor for any reasons whatsoever, suitable replacement shall immediately (within 1 hour) be made by the contractor by providing another vehicle of required specification and acceptable to HDC, KoPT.

In case of failure to replace the vehicle of required specification within stipulated time, compensation as per Clause -7.6 will be payable.

If the replacement vehicle is not of required specification, applicable deduction for the period of operation of such sub-standard vehicle will be made from the monthly composite amount in accordance with the provision of Clause- 7.5 thereof.

**2.8 Operation and Maintenance Crew :**

- a) The contractor shall at his cost maintain sufficient numbers of drivers, cleaners, etc. for smooth and efficient running of the vehicles provided to HDC/KoPT.
- b) The drivers must possess, at all the time, valid driving license and shall have relevant experience with good record of driving.
- c) At the sole discretion of HDC/KoPT, the successful tenderer shall have to periodically interchange the drivers between the different vehicles to be operated by him under the contract.
- c) The contractor shall be responsible for satisfactory service of his employees. In the event of HDC/KoPT being not satisfied with the conduct of any driver etc. provided by the contractor, the contractor shall forthwith replace the driver concerned on being advised by the EOC or his authorized representative to do so.
- d) Accommodation of Staff: The contractor shall have to make his own arrangements at his own cost in respect of residential accommodation of the contractor's staff engaged for the purpose of implementing the contract.

**2.9 Deployment of supervision for day to co-ordination:**

During currency of the contract, the contractor shall depute one of his supervisors at the office of EOC or his authorized representative as & when required during office hours for day-to-day co-ordination. No extra charge shall be paid for this.

- 2.10** If required as per law in future, the vehicle may have to be operated with LPG/CNG and expenses that may be incurred by the contractor in future for such conversion shall not be included in the "Schedule of Rates". The terms and conditions and rates related to such a provision would be mutually agreed upon in future when such a need arise.

### 3. ELIGIBILITY CRITERIA

3.1 Experienced, bonafide and reliable transport contractors are eligible to participate in the tender as a single entity. Further, the tenderer may be a natural person, private entity or Government. entity. No Consortium shall be allowed to participate in the tender. The purchaser of the Tender Document must be the tenderer itself.

#### 3.2 Essential Technical Capacity:

3.2.1 The tenderer must have experience of having successfully completed Similar Works during last 7 years ending last day of 29.02.2020 and the experience must be either of the following:

-

- a) Three similar completed works costing not less than the amount equal to Rs.37,23,099/- .  
Or
- b) Two similar completed works costing not less than the amount equal to Rs.46,53,874/-.  
Or
- c) One similar completed work costing not less than the amount equal to Rs.74,46,198/-.

**Note-I:** The term “Similar Work” means successful execution of direct contract for supply, operation & maintenance of vehicles to Govt./Public/Private Sector Enterprise/ Organization for transportation of officials.

**Note-II:** The term “ completed work/s’ means the executed / completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily).

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

**Note-III:** Work experience, as a sub-contractor or associate shall not be considered as the requisite qualification.

#### 3.3 Essential Financial Capacity:

3.3.1 Average Annual financial turnover during the last 3 financial years, should be at least Rs. 2792324/-.

3.3.2 The tender shall submit Audited Balance Sheet and Profit & Loss Account for the last 3 (three) financial years. If due date (scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years previous to the latest financial year may be submitted.

In case a tenderer is unable to submit audited accounts of latest financial year (in case of tender opening date falling after June), due to non – completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the latest financial year.

- 3.3.3 The details of the Financial Capacity shall be furnished by the tenderer as per format at Appendix-V and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.
- 3.3.4 The Financial capacity of an Associate of the tenderer shall not be relied upon by the tenderer.

#### **4. GENERAL INSTRUCTIONS TO THE TENDERERS**

##### **4.1 Preparation And Submission Of Tender:**

4.1.1 The tender must be submitted in the name of purchaser of the tender document itself.

##### **4.1.2 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.

4.1.3 The 'Techno-Commercial Bid' shall contain only the Techno-Commercial details and documents as mentioned in this tender document without price part. Any disclosure of price in techno-commercial bid will make the bid unresponsive and the bid will be rejected.

4.1.4 The tenderer shall submit a **Power of Attorney** as per format given at **Appendix-IIA** , authorizing the signatory of the tenderer to commit the tender.

##### **4.1.5 The following documents/certificates are also required to be submitted for techno-commercial qualification:**

1. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the tenderer should submit a declaration in this regard with an evidential document.
2. Copy of valid GST Registration Certificate.
3. Self certified copy of PAN.
4. Copy of certificate from E.S.I.C and R.P.F.C.. indicating respective Code No(s), if applicable. In case the tenderers are not covered under ESIC and RPFCL, they must give an Affidavit affirmed before the 1st Class Magistrate as per format given at Appendix-VI and VII as the case may be.
5. Copy of valid certificate of Registration from the Registering Authority, Govt. of West Bengal to work as Motor Transport undertaking under Motor Transport Workers Act and Rules, 1961.
6. In addition, an Indemnity Bond as per format given at Appendix- X shall also be submitted.
7. Copy of valid Trade Licence.

8. Copy of Memorandum of Association, in case the tenderer is a company. The Tenderer shall submit Partnership deed (duly attested) in case the tenderer is a partnership firm.

4.1.6 Price Bid:

- 4.1.6.1 The tenderer shall quote composite monthly rate (In Rs) per vehicle for each category of vehicles to be deployed under the contract, separately as per 'Schedule of Rates' given at **Annexure-IV [Price Bid]** of this Tender Document considering ceiling level of monthly run (in km) & daily hours of duty of the vehicles as specified at **Annexure-II** as well as other Terms & Conditions of the tender.

The aforesaid quoted composite monthly rate per vehicle shall remain unchanged for each of the months during the entire contractual period irrespective of the number of days contained in a particular month.

- 4.1.6.2 The rates quoted shall include all taxes & other charges relating to supply , operation & maintenance of motor cab/maxi cab as applicable **excluding GST and Toll Tax**. Rates quoted shall also include all incidental and contingent work, not specifically mentioned in the tender document but necessary for efficient and satisfactory implementation of the scope of work and other obligations of the contract.

- 4.1.6.3 GST as applicable shall be paid extra at actual and must not be included in the quoted rate. For this, the bidder has to provide GST Registration No. and other relevant document (as may be asked by KoPT).

- 4.1.6.4 The Toll Tax/parking charges (only Govt. operated) shall be paid extra at actuals in relevant cases on the basis of payment slips.

- 4.1.6.5 The tenderer shall have to compulsorily quote for all the 11 vehicles whose various details are mentioned in Schedule of Rates (**Annexure-IV**) covering Category -A, B & C . In the event any tenderer fails to quote for any category of vehicles, his/their bid will be summarily rejected.

- 4.1.6.6 Rates quoted should be both in figures & in words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two versions shall be construed as correct and valid.

- 4.1.6.7 Price Bid of only Techno-Commercial qualified bidders shall be opened.

- 4.1.6.8 The 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

4.1.7 Earnest Money Deposit:

The intending bidders should deposit Earnest Money of INR 5,58,465 /- (Rupees Five Lakhs Fifty Eight Thousand Four Hundred Sixty Five only) to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust, Haldia Dock Complex on any Scheduled / Nationalised Bank payable at Haldia along with the offer, otherwise their offer will be summarily rejected. The Demand Draft / Banker's Cheque should be scanned and scanned copy should be uploaded with Techno-Commercial Bid. In case the aforesaid Earnest Money

is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.

Earnest Money and Bid Document Fee are to be physically deposited at the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex, Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, separately in a single sealed envelope, mentioning Tender no. with proper marking within the schedule date of opening of the tender.

**4.1.8 Bid Document Fee:**

The intending bidders should deposit Bid Document Fee of INR 2950.00 (Rupees Two Thousand Nine Hundred Fifty only) including GST @ 18%, as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of Kolkata Port Trust, Haldia Dock Complex on any Scheduled / Nationalised Bank payable at Haldia, otherwise their offer will be summarily rejected. The Demand Draft / Banker's Cheque should be scanned and scanned copy should be uploaded with Techno-Commercial Bid. 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.

**4.1.9 Refund Of Earnest Money:**

4.1.9.1 Earnest Money deposited will be refunded, subject to provisions of forfeiture of Earnest Money deposit as indicated in this tender document, to the unsuccessful bidders, without interest, after selection of successful bidder.

4.1.9.2 In case of the successful bidder, the Earnest Money deposited by him will be refunded without interest after submission of Security Deposit/ acceptance of the Bank Guarantee by HDC KoPT [in case the successful bidder submits Security Deposit in the form of Bank Guarantee ] as per the tender provisions.

**4.1.10 Forfeiture of Earnest Money:**

4.1.10.1 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 23./06/2020 or any extension thereof and expiration of the validity period of the offer including extension thereof.

4.1.10.2 The Earnest Money shall be forfeited if the Tenderer submits any forged document(s).

4.1.11 Trustees reserve the right to accept or reject any tender either in part or in full without assigning any reason. Any incomplete tender is liable to be rejected. Trustees also reserve the right to place the order either in full or in part.

4.1.12 Before submitting the e-tender, the tenderer is advised to fully acquaint itself with the nature of the job including but not limited to the locations and the environment where he is required to operate each of the vehicles. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with all aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.

- 4.1.13 Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
- 4.1.14 The offer including Price Bid shall remain valid for acceptance for a period of 120 days from the date of opening of the Techno Commercial bid.
- 4.1.15 If before expiry of validity period of offer of 120 days, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the HDC/KoPT.

**4.2 Site Inspection:**

Before submitting the e tender, the tenderer is advised to make inspection of the supply and operation of vehicles at the point to get fully acquainted with locations. Once tender is submitted by a tender, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of the work etc and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.

**4.3 Pre-Bid Conference:**

- 4.3.1 Pre-Bid Conference shall be held on 09/06/2020 at 11 AM at the Office of EoC at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Tenderers may participate, if they so desire.
- 4.3.2 The intending tenderers are advised to send their queries vide email to [cchatterjee.hdc@kolkataporttrust.gov.in](mailto:cchatterjee.hdc@kolkataporttrust.gov.in) & [snmandal.hdc@kolkataporttrust.gov.in](mailto:snmandal.hdc@kolkataporttrust.gov.in) by 08/06/2020 as per format specified below for discussion during the Pre-Bid Conference –

Sl.	Clause Reference	Query
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- 4.3.3 HDC, KoPT intends to furnish response to all queries without identifying the sources, in CPPP website as well as in [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) including modifications / amendments, if any, to the terms and conditions of the tender, scope of work etc., which the intending tenderer is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an Addendum/Corrigendum, which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

**5. TENDER EVALUATION CRITERIA**

**5.1 Test of Responsiveness:**

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

- (i) is received by the due date and time including extension thereof, if any,
- (ii) is signed, sealed and marked as stipulated in this Tender Document,



- (iii) is accompanied by all documents, certificates etc. as mentioned at Annexure-III of the Tender Document.
- (iv) does not show inconsistencies between the details submitted in the tender and the supporting documents,
- (v) has not proposed any deviation in the tender as compared to the terms & conditions, scope of work etc. as detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda.
- (vi) does not have any other inconsistency(ies) in the tender submitted by the Tenderer.

#### **5.2 Clarifications:**

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

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

#### **5.3 Confidentiality:**

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

#### **5.4 Evaluation of Techno Commercial Offer :**

- 5.4.1 The techno commercial offers of the Tenderers found responsive as per Clause 5.1 above will then be evaluated as per eligibility criteria as detailed in this tender document.
- 5.4.2 HDC, KoPT reserves the right to get the financial capability of the Tenderer verified from the Annual Accounts of the Tenderers (to be submitted along with Techno – Commercial Part) and in case some discrepancy is found, the details as will be ascertained by HDC, KoPT shall prevail for evaluation purpose.
- 5.4.3. HDC, KoPT by its own means, may also separately ascertain eligible past experience of the Tenderer from the organizations concerned where the Tenderer have acquired the eligible experience. In case, any discrepancy is found, the details as will be ascertained by HDC, KoPT shall prevail for evaluation purpose.

#### **5.5 Evaluation of Price Bid:**

- 5.5.1 The techno-commercially qualified tenderers whose **Grand Total Amount** [aggregate of amounts under Column D(=Column B x Cloumn C) against Sl. Nos 1 to 3] in the **Schedule of Rates (Annexure-IV)** for all vehicles taken together is the lowest , shall be considered as the successful tenderer.

5.5.2 If the said lowest **Grand Total Amount** is quoted by more than one tenderer, the tenderers concerned will be required to submit rebate on their originally quoted rates under **Column C** of the Price Bid, in sealed cover within 3 working days from the date of opening of Price Bid, to ascertain the successful tenderer. The tenderer offering the higher/ highest rebate will be considered as the 'Successful Tenderer'.

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

6. Acceptance Of Order Letter & Contract Agreement:

6.1 After finalization of the tender, HDC, KoPT shall issue Order Letter to the successful bidder.

6.2 The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Security Deposit within a period of 30 days from the date of issuance of Work Order against the tender, failing which the Work Order will become liable for cancellation with forfeiture of Earnest Money.

6.3 Pending execution of Contract Agreement, the Order Letter 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.

6.4 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.

6.5 Engineer of the Contract (EoC):

General Manager (Management & Services), Haldia Dock Complex/Kolkata Port Trust will be the 'Engineer of the Contract'.

6.6 Contract Agreement:

The contractor shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at Rs. 50/- or more signed jointly with HDC under official seals..

**7. SPECIAL CONDITIONS OF CONTRACT**

7.1 Placement of vehicles for Inspection and Acceptance of HDC/KoPT for the purpose of Commencement of Contract:

7.1.1 The successful tenderer shall have to place all the vehicles (as per required specifications) to be deployed under the contract along with relevant documents e.g. Certificate of Registration, Contract Carriage Permit etc. before EoC or his authorised Representative for inspection and acceptance within 45 days from the issuance of the Work Order by the successful tenderer, for which no charge shall paid by HDC.

7.1.2 The contractor may place the vehicles for inspection & acceptance in phases if he so desires, within the stipulated time of 45 days.

7.1.3 Without acceptance of all vehicles to be deployed under the contract, the contract shall not commence.

However, in case the contractor is not able to submit CC permit of any brand new vehicle that he proposes to deploy under the contract [where the concerned vehicle proposed to be deployed is otherwise as per required specifications & possesses all other required documents] within the stipulated period of 45 days from Work Order , the vehicle will be allowed to be deployed for the purpose of commencement of contract. However, in such case, provisions of clause 7.4.1.1 will apply.

7.1.4 After acceptance of the vehicles by the EoC or his authorised Representative, the successful tenderer will be intimated about the details of deployment points of each vehicle. Successful tenderer shall immediately deploy all the vehicles accordingly.

7.1.5 The contract will commence from the date of deployment of all the vehicles under the contract at HDC after acceptance of all the vehicles by EoC or his authorized representative, as per the provisions of the tender and Work Order, which will be the 'Date of commencement of contract' .

**7.1.6 Liquidated Damages:**

7.1.7 In the event of successful bidder failing to commence the contract for supply, operation & maintenance of motor/maxi cabs within the stipulated time frame or such extensions thereof as may be allowed by the "Engineer Of The Contract" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ ½% of the total order value for delay in supply, operation & maintenance of vehicles of 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 order value.

7.1.8 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 successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

**7.2 Period of Contract:**

The contract shall remain valid for a period 3 years from the 'Date of commencement of contract'.

**7.3 Security Deposit:**

7.3.1 The successful tenderer shall have to keep Security Deposit for amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust:-

Value of the work	% Security Deposit
More than Rs 20,00,000/-	10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount

7.3.2 The Security Deposit shall have to be deposited in DD drawn on any Scheduled Bank in favour of Haldia Dock Complex; Kolkata Port Trust and payable at Haldia / Kolkata or in the form of Bank Guarantee [on a non Judicial Stamp paper of denomination of Rs. 50/- or more] as per enclosed proforma at **Appendix-VIII** within 30 days from the date of issuance of Work Order against the tender.

7.3.3 The Security Deposit shall be held HDC/KoPT as security for the performance of the contractor's obligations under the contract. The Security Money shall be refunded after successful completion of the contract without any interest subject to recovery of damages and / or losses incurred, if any, by HDC due to default on the part of the contractor.

7.3.4 The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees shall also be a liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the contractor under any other contract.

#### **7.4 Contract Carriage Permit:**

7.4.1 All the vehicles supplied by the Contractor shall have permits / license issued by the concerned authority permitting use of the vehicle on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license. Trustees shall not accept any liability whatsoever in the matter. Vehicles not having contract carriage permits would be treated as per provisions laid down in **Clause 7.5** of the tender document.

7.4.1.1 In case the contractor is not able to submit CC permit of any brand new vehicle that he proposes to deploy under the contract within the stipulated period of 45 days from Work Order, further time of one month from the date of deployment of the concerned vehicle at HDC will be allowed without any penalty for obtaining CC Permit. Failing which, the vehicle will be considered as sub-standard vehicle and provisions of **Clause -7.5** will apply.

#### **7.5 Deployment of Sub-Standard Vehicles during the currency of contract:**

7.5.1 No relaxation shall be made regarding specifications of the vehicles deployed under the contract as stipulated in the tender document. Vehicles must also possess contract carriage permit wherever applicable, as per terms & conditions of this tender document and vehicles without valid contract carriage permits shall be considered as sub-standard.

7.5.1 In case the contractor provides vehicles which do not fulfill any/all of the specifications as mentioned hereinabove, and / or do not possess contract carriage permit wherever applicable, the payable amount to the contractor against the vehicle for the month shall be reduced as per the following formula:

- 1) 1% of the accepted composite monthly rate per day for the first ten days the said sub standard vehicles is / are supplied;
- 2) 2 % of the accepted composite monthly rate per day for the next ten days of supply of the sub-standard vehicles, and

- 3) 2.5 % of the accepted composite monthly rate per day for next ten days.
- 4) Continuation of supply of sub-standard vehicle beyond 30 days shall be treated as non-supply and compensation as per **Clause-7.6** shall be levied.

The decision of EoC in the matter shall be final and binding on the contractor.

**7.6. Compensation Charges for non-supply of a vehicle during the currency of contract :**

- 7.6.1 In case the HDC/KoPT is deprived of the use of any vehicle at a duty point of the kind mentioned hereinabove during the contractual period for a day / a number of days in a month, by reason of non-supply, an amount equivalent to 1/30<sup>th</sup> of the accepted composite monthly rate of the vehicle concerned per day shall be deducted from the payable amount for the month. In addition to the same, a sum equivalent to 50% of the said amount plus GST shall be recovered.
- 7.6.2 In case of failure on the part of the contractor to supply any vehicle at a duty point during duty hours on any day, Compensation charge at the rate of Rs 250/- plus GST per hour or part thereof shall be payable by the contractor to the HDC, KoPT subject to a maximum of Rs. 3000/- plus GST.
- 7.6.3 Compensation charge at the rate of Rs.600/- plus GST per hour or part thereof shall be payable by the contractor for the time lost if any for refueling of the vehicles during duty hours on any day.
- 7.6.4 In the matter of enforcing the aforesaid stipulation, the decision of EoC shall be final and binding on the contractor.

**7.7 Periodical Inspection:**

- 7.7.1 During currency of contract, all the vehicles will be subject to periodic inspection by EoC or his authorized representative, and if in his opinion any vehicle is found to be unfit for service under Haldia Dock Complex, the same shall be forthwith replaced by the contractor by another vehicle of required specification and acceptable to the Trustees.
- 7.7.2 If the contractor does not discontinue the supply of such vehicle to HDC/KoPT, deduction will be made from the accepted monthly composite amount for such category of vehicle in accordance with the provision of **Clause- 7.5** thereof.

**7.7.3 Log Book and Reckonable Kilometerage :**

- 7.8.1 Printed Log Books / trip statements in prescribed format shall have to be supplied by the Contractor at his own cost for each vehicle.
- 7.8.2 The Log Books of each vehicle shall be written by the authorized officials of HDC. The contractor or driver of the vehicle shall not write anything in the Log Book. The opening and closing readings of the odometer, elaborate description of the journey etc. shall be recorded in the Log Book on each day and the same shall be signed by the authorized officials of HDC. The corresponding timings shall also be recorded in the Log Book regularly. Each trip shall have to be signed by the users / authorized officials of HDC.

7,8,3 In respect of motor cabs, maxi cabs , the reading on the odometer of the vehicle at the time of reporting in the morning shall be considered as the opening kilometer reading for the concerned day. The closing kilometer reading for any day shall be the one appearing on the vehicle's odometer at the time of its release. These opening and closing reading of the odometer shall form the basis of calculation of actual run of the vehicle for any given day.

7.8.4 Payment shall be made on the basis of odometer readings in respect of trips certified by the using official of the concerned division under which the vehicle is deployed.

7.8.4.1 In case the odometer is non-functional and / or the odometer is not functioning properly and / or showing inflated kilometer (in such cases the kilometer shown in the odometer shall not match with the standard kilometerage as per description of the journey), payment to the contractor shall be made on the basis of standard kilometerage as per description of journey certified (by user / authorized official of HDC) in the Log Book.

Note: The payment to the contractor shall however be made as per the composite monthly rate of the vehicle concerned accepted by KOPT along with applicable GST. In case of excess run beyond the monthly ceiling km and /or beyond normal duty hours payment shall be made as per **Clause-7.10** along with GST.

#### **7.9 Payment of bills under the contract:**

7.9.1 The contractor shall submit a single composite bill comprising all vehicles supplied each month to Administration Division as per the composite monthly rate of the category of vehicle concerned quoted by the successful tenderer & accepted by HDC/KoPT plus applicable GST.

7.9.2 For the 1<sup>st</sup>. month of the contract (in case the contract commences on a day other than 1<sup>st</sup>. of the month), the contractor shall raise bill for that month from the date of commencement of the contract, for which payment will be made on pro rata basis @ 1/30th of the accepted composite monthly rate of the vehicle concerned per day.

7.9.2.1 Similar payment methodology will be followed for the last month of the contract as well.

7.9.3 In case of excess run of a vehicle deployed under the contract beyond the specified monthly ceiling kilometer (KM) and /or operation of a vehicle beyond specified normal duty hours, claim against the same is to be raised as per **Clause-7.10** plus applicable GST.

7.9.4 The concerned representative(s) of User Divisions shall certify the relevant log books and trip statements of vehicles concerned as submitted by the contractor to the respective User Divisions for raising a consolidated bill by the contractor .

The contractor shall submit a single GST compliant bill (4 copies) every month along with the aforesaid duly certified relevant log books and trip statements to Administration Division which will be forwarded to Finance Division for payment after due certification of bill.

7.9.5 Payment to the contractor shall be made to the designated bank of the contractor through ECS mode.

For the purpose, the contractor shall submit the following details:

- 1) Bank A/c No.:
- 2) Name of Bank :
- 3) Name of Branch :
- 4) Branch Code:
- 5) RTGS Code (if applicable):
- 6) Full address of Branch:
- 7) FAX No. & Phone No. of Bank Branch:

7.9.6 Payment to be made against each vehicle shall comprise:

- i) The monthly composite charges of the category of the vehicle concerned quoted by the successful tenderer and accepted by HDC/ KoPT.
- ii) Payment for excess kilometer run and/or hours of operations beyond the ceiling levels for each vehicle as prescribed in Clauses 2.4 & 2.5 of the tender document. Methodology of such payment is given under clause 7.10 of this tender document.
- iii) Toll Tax/parking charges (only Govt. operated) shall be paid extra at actuals in relevant cases on the basis of payment slips.
- iv) GST at actuals as applicable

7.9.7 The contractor shall be required to upload the details of the invoice raised on KoPT in GST Return as per Law. In case of any failure, GST, even if paid, shall be recovered from the contractors.

7.9.7 KoPT shall make deductions as applicable for various non-fulfillments of the Scope of Work and other obligations on the part of the contractor as per the tender conditions from the monthly bills.

7.10 Payment to be made to the contractor for keeping the vehicles beyond the ceiling levels of utilization as prescribed in the tender document under **Clauses 2.4 & 2.5** .

7.10.1 **Overtime charges:**

In the event of any Motor cab/Maxi Cab of 12 hours duty are utilised beyond their respective normal duty hours, overtime charges shall be paid at the rate of Rs 145/- per hour plus GST. This would be calculated on daily basis. Payment for overtime charges will be on monthly basis.

7.10.2 **Payment for excess kilometerage:**

7.10.2.1 Reconciliation of kilometer run for calculation of any excess kilometerage beyond prescribed ceiling level for a vehicle will be done on every six-monthly basis [Commencement of 1<sup>st</sup>.six-monthly period to be reckoned from the date of commencement of contract] based on the following:

For calculation of amount payable towards excess of KM run of the vehicle at the end of every six- monthly period of the contract, the difference between actual total KM run of the vehicle during the concerned six-monthly period and the corresponding total prescribed ceiling Kilometerage of the vehicle, will be considered.

7.10.2.2 Based on the above, the GST compliant claim along with required documents/statements shall be raised by the contractor after completion of every six-monthly period of the contract, to the concerned User Divisions who shall certify the concerned bill and forward the same directly to Finance Division for payment.

7.10.2.3 In the event of utilization of Motor cabs/Maxi Cabs beyond the respective prescribed monthly ceiling KM levels over a six-monthly period in terms of above, the contractor shall be paid for such additional utilization beyond prescribed monthly ceiling KM levels as applicable, at the following rates:

<b>Description of vehicles</b>	<b>Rate in Rs per KM</b>
Motor Cab (AC)	5.00
Maxi Cab (AC)	5.35

7.10.2.4 Similarly if in a particular month the km run falls short of the monthly fixed kms. such shortfall will be utilised in subsequent month(s). Reconciliation of Km run will be done at the end of every six- monthly period of the contract. The shortfall between total prescribed ceiling Kilometerage of vehicle during the concerned six-monthly period and the corresponding actual total KM run of concerned vehicle, will be considered and be recovered at the prescribed rate as mentioned 7.10.2.3.

**7.11 Escalation:**

7.11.1 During the currency of the contract, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials, spares or any other item except for fuel (HSD).

7.11.2 The rate of escalation/de-escalation for fuel shall be the actual difference between the rate of HSD prevailing at Haldia (price of IOCL shall be considered) on the last date of submission of tender and the minimum rate of HSD at Haldia (price of Oil PSUs) prevailing in a given month for which the escalation/de- escalation is effected and claimed. For the purpose of calculating the escalation/de- escalation on account of fuel oil (HSD), the rate of consumption of HSD per KM run of a vehicle shall be considered as follows:

- (1) Rate of consumption of AC Motor Cabs 15 K.M /Ltrs.
- (2) Rate of consumption of AC Maxi Cabs 14 K.M/ Ltrs.

7.11.3 The effect of fluctuation in fuel rates, the monthly payment may be adjusted on the basis of actual KM run in a month. However, the payment adjustment will be made only in case the fluctuation is beyond +/- 5%.

7.11.4 In case the fluctuation is beyond 5% (upward / downward), the effect of fluctuation will be given for the part of variation beyond 5%.

**7.12 Taxes, Labour Laws and other Regulations:**

7.12.1 The contractor shall fulfill all legal obligations in respect of supply of vehicles. HDC, KoPT shall accept no liability whatsoever in the matter including in case of accident, if any.

7.12.2 The contractor shall be fully and exclusively liable for the payment of any and all taxes now in force or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government /local bodies which are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the contractor. The HDC, KoPT shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep



HDC/KoPT indemnified against all losses or damages or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the HDC, KoPT. The contractor shall be liable to pay any increase of wages / salaries of his employees during the contractual period.

- 7.12.3 The contractor shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work under the contract including the Motor Vehicles Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, Workmen's Compensation Act, ESI Act, Payment of Wages Act, Bonus Act, Employees Provident Fund Act etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.
- 7.12.4 The contractor shall defend, indemnify and hold HDC, KoPT harmless from any liability or penalty, which may be imposed by the Central / State Government or local authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work provided by this contract including any liability that may arise out of any accident whether brought by the employees of the contractor or by third parties or by the Central or State Government authority or any sub-division thereof.
- 7.13 The contractor shall at his cost , arrange all road permits, permission / approval from any authorities as may be required, in connection with plying of the vehicles under the contract.
- 7.14 The provisions of the EPF & MP Act – 1952 and the rules / schemes framed thereunder shall be applicable to the contractor and his eligible employees engaged for this work. The contractor shall furnish the code number, allotted by the RPFC authority, to HDC/KoPT.
- 7.15 The contractor shall indemnify the Trustees from the possible future demand of workers / employees engaged by them under this contract, for absorption in HDC/KoPT. It shall be the responsibility of the contractor to address and solve such demands if such a situation arises. HDC/KoPT shall have no liability whatsoever in such matters.
- 7.16 **Insurance:**
- The vehicles provided to the HDC, KoPT at any point of time during the contract period shall be covered by comprehensive insurance as per requirement of law time being in force
- 7.17 **Non-assignability:**
- No part of the contract or any share of interest therein shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever
- 7.18 The contractor shall buy RFID permits for their drivers for entry into the dock area from the authorized service provider of HDC, at their cost and arrangements.
- 7.19 Payment of charges for part supply on days of Bandhs, Strikes, etc. called by political parties, Compensation as per **Clause-7.6** shall be applicable for any part supply/non supply.

7.20 In case of abandonment of the work of supplying vehicle to the HDC/KoPT within the contract period, HDC, KoPT shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.

7.21 **Force Majeure:**

7.21.1 Neither party shall be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) FORCE MAJEURE, Act of God or any governmental Act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party. The parties hereto shall make all reasonable endeavours to minimise any such delay. Upon cessation of the event giving rise to the delay, the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations as described in these terms and conditions. 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.

7.21.2 Notice of Force Majeure Event:

The Contractor shall give notice to 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.

7.21.3 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.

7.22 **Dispute Resolution:**

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

7.23 Event of Default Cases:

Any one or more of the following will construe the successful bidder's event of default:

- (a) In case there is delay in commencement of contract beyond 75 days from date of Work Order.
- (b) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.

- (c) If representation made, or documents / certificates submitted or warranties given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) The successful bidder is adjudicated bankrupt or insolvent.
- (e) The successful bidder assigns or transfer job as per provisions of the contract to any third party without permission from HDC-KoPT.
- (f) If the successful bidder, through its employees, get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

**7.24 Termination of Contract either in Part or In Full:**

7.24.1 If at any time during the period of contract it is observed that there is an occurrence of a event of default as mentioned in clause 7.23 of the tender document and / or vehicle / vehicles is / are not being supplied as per desired specification and / or the vehicle / vehicles are not being operated and maintained properly and / or the statutory & legal obligations in respect of supply and operation of vehicle / vehicles are not being fulfilled by the contractor and / or the numbers of vehicles required by HDC has decreased from its original estimate, the EoC or his authorized representative shall assess the position and if he is of the opinion that the conditions of the vehicle / vehicles and / or operation of the vehicle / vehicles are not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the contractor and / or the necessity of hiring vehicle(s) no longer exists, the EoC or his authorized representative, the contract will be liable for termination , either in full or in part, after giving 30 days' notice and decision of the competent authority of HDC/KoPT in the matter shall be final and binding on the contractor.

7.24.2 Upon termination of the contract, for any of the reasons the EoC or his authorized representative shall be entitled to carry on the transport services at the risk and expenses of the contractor through any independent agency for the balance period of the contract and to recover from the contractor in addition to any other amount, compensation or damages that KoPT is entitled to in terms of the other relevant clauses in the tender document. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.

7.24.3 Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the contractor.

7.24.4 No compensation whatsoever shall be paid by HDC, KoPT to the successful Tenderer in the event of termination of the contract.

7.24.5 If after termination, any amount is due to be paid by HDC, KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC, KoPT from the successful tender.

**7.25 .Foreclosure of Contract in full or in part due to Abandonment or reduction in scope of work :**

If at any time after the commencement of the contract ,HDC/KoPT decides to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works to be carried out , the Engineer of the contract (EoC) shall give notice in

writing of the effect to the contractor and contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work

**7.26 Contractor to Indemnify KoPT:**

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

**8. General Conditions Of Contract :**

Trustees' General Conditions of Contract shall also be applicable for this contract. The tenderers may like to inspect the same during office hours at the office of the EoC, Jawahar Tower Connector Building, Haldia Dock Complex, Haldia Township, Haldia, Purba Medinipur.

**LIST OF DOCUMENTS TO BE UPLOADED**

**Following documents for meeting the pre-qualification criteria should be duly filled up, signed with seal, scanned and uploaded by the Tenderer along with offer otherwise their offer may be rejected:**

1. Certified copies of all work orders and work completion certificates to substantiate the details given under <b>Appendix-IV</b> regarding Essential Technical Capacity.
2. Certificate in the format as given at <b>Appendix-V</b> regarding Essential Financial Capacity certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.
3. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years.  If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.
3. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the Tenderer should submit a declaration in this regard.
4. Copy of valid GST Registration Certificate
5. Self certified copy of PAN
6. Copy of certificate from E.S.I.C. and R.P.F.C. indicating respective Code No(s), if applicable. In case the tenderers are not covered under RPFC and ESIC, they must give an Affidavit affirmed before the 1st Class Magistrate as per format given at <b>Appendix-VI and VII</b> as the case may be.
7. Covering Letter by the Tenderer as per <b>Appendix-I</b>
8. Profile of Tenderer as per <b>Appendix- II</b> .
<b>9</b> . Power of Attorneys as per <b>Appendix-IIA</b> .
10.Details of vehicles intended to be supplied as per <b>Appendix- III</b>
12 Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme), if applicable.
13. Indemnity Bond as per format given at <b>Appendix-X</b>
14.Copy of valid certificate of Registration from the Registering Authority, Govt. of West Bengal to work as Motor Transport undertaking under Motor Transport Workers Act and Rules, 1961.
15.Certified copy of Memorandum of Association, in case the tenderer is a company.
16. Partnership deed (duly attested) in case the tenderer is a partnership firm.
17.Copy of the Tender Document duly signed in all the pages without suggesting any deviation in any of the clauses mentioned therein.
18. Copy of Trade License.
19 Scan copy of proof of Earnest Money Deposit & Bid Document Fees.
20. All others supporting documents as indicated in the Tender Document , as may be applicable.

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

**Covering Letter**

To,  
General Manager(M&S)  
Haldia Dock Complex,  
Kolkata Port Trust,  
Jawahar Tower Complex,  
P.O. Haldia Township,  
Dist. Purba Medinipur,  
Pin-721607 (W.B).

Dear Sir,

I/We, (Name of tenderer) having examined the Tender Document including any Addendum/corrigendum thereof and understood its contents, hereby submit the Tender for Supply, Operation & Maintenance of motor cab/ maxi cab under Haldia Dock Complex, Kolkata Port Trust.

2. I/ We accept all the terms & conditions of contract & have no reservations to any provision as mentioned in the tender document including any Addendum/corrigendum thereof.
3. I / We have signed all the pages of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
4. I / We have submitted copies of the required documents/certificates as mentioned at Annexure ---- of the tender document.
5. I / We have deposited requisite Earnest Money and Tender/Bid Document fee for the tender.

Or

I /We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (Under single point registration scheme) as per tender conditions.

[Please strike out the alternative which is not applicable in your case out of the above two and initial the same].

6. 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.
7. I/We acknowledge the right to KoPT to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/We declare that I/we, are not a Member/associate of any other tenderer applying for pre-qualification.

9. I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company or any associate is not associated with any other tenderer bidding for the instant work.
10. I/ We also certify the following:-
- i) I/We/any of the consortium members have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.
  - ii) 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.
11. I/we 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.
12. I/we declare that none of the vehicles to be supplied shall be owned by near ones / relatives of any official of KoPT.
13. 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 anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s) Name:

.....

Designation: .....

Date: -----

Seal

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

**PROFILE OF THE TENDERER**

1. (a) Name of the Tenderer:  
(b) Country of incorporation:  
(c) Nature of the Company (whether private or State-owned entity) :  
(d) Address of the corporate headquarters and its branch office(s), if any in India:  
(e) Date of incorporation and commencement of business:
  
2. Brief description of the Company including details of its main lines of business:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Tenderer:  
(a) Name :  
(b) Designation :  
(c) Company :  
(d) Address :  
(e) Telephone Number :  
(f) E-Mail Address :  
(g) Fax Number :
  
4. Particulars of the Authorized Signatory of the Tenderer :  
Name :  
Designation :  
Address :  
Phone Number :  
Fax No. :
  
5. Details of the Banker(s) for the Tenderer:

Bank A/c No.:	
2) Name of Bank :	
3) Name of Branch:	
4) Branch Code:	
5) RTGS Code (if applicable):	
6) Full address of Branch:	
7) FAX No. & Phone No. of	



Branch:	
GSTN Registration. No.	
Permanent Income Tax Account No. (PAN) of Income Tax.	
Professional Tax Registration No. , if applicable.	
Trade License No.	
Reference No. of NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate, if applicable.	

Note: In case of ' Non-applicability' regarding the above, if any, reason(s) should be clearly furnished along with supporting documents.

.....  
Signature of Authorized Signatory

Name: .....

Designation: .....

Date : .....

Seal :

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

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

(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 at least 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 Kolkata Port Trust (KoPT) in respect of the tender.

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 :-

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

**FORMAT FOR SUBMITTING DETAILS OF THE VEHICLES INTENDED TO BE SUPPLIED****AC Motor Cabs:**

	Minimum Capacity & Specification	Capacity & Specification intended to be supplied						
		Motor Cab 1	Motor cab 2	Motor cab 3	Motor cab 4	Motor cab 5	Motor cab 6	Motor cab Z
<b>Make/Model</b>	Maruti Suzuki Dzire, Maruti Ertiga, Renault Lodgy or equivalent .							
<b>Colour</b>	White/ Silver							
<b>Fuel</b>	Diesel Driven							
<b>Emission Norms</b>	Bharat Stage-IV / Bharat Stage-VI							
<b>Engine Displacement</b>	Below 2000 CC							
<b>Date of registration, as applicable</b>	Not before 01.01.2019.							
<b>Type of registration</b>	Commercial							
<b>Seating Capacity</b>	4+1 (including driver)							

Date:

Signature of the authorized representative of tenderer and office seal.

## AC Maxi Cabs:

	Minimum Guiding Capacity & Specification	Capacity & Specification intended to be supplied						
		Maxi cab 1	Maxi cab 2	Maxi cab 3	Maxi cab 4			
<b>Make/Model</b>	Mahindra Bolero or equivalent							
<b>Colour</b>	White/ Silver							
<b>Fuel</b>	Diesel (Manual Transmission)							
<b>Emission Norms</b>	Bharat Stage-IV / Bharat Stage-VI							
<b>Engine Displacement</b>	More than 2000 CC							
<b>Date of registration</b>	Not before 01.01.2019.							
<b>Type of registration</b>	Commercial							
<b>Seating Capacity</b>	8+1 (including Driver)							
	-							
	-							
	-							

**Note:** The tenderer is to furnish details as applicable against all the 11 cabs intended to be supplied by him.

---

Date:

Signature of the authorized representative of tenderer and office seal.

**Appendix-IV**

**FORMAT FOR DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE**

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

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 29.02.2020 (Reference Clause 3.2)

Sl. No	Contract Reference No and the name of the organization who placed the order	Total Contract Value of the Work Order	Whether the contract has been completed. If yes, the date of completion of the work.	In case the contract is on- going, the extent of work completed till 31/03/2020.	Details of work completion certificate

**Note :**

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

**Signature of Authorized Signatory .....**

**Name : .....**

**Designation : .....**

**Date : .....**

**Seal**

**CERTIFIED BY**

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

**Registration no. & other details .....**

**Name of Signatory .....**

**Signature.....**

**Designation .....**

**Date**

**Appendix-V**

**FORMAT FOR DEMONSTRATING FINANCIAL CAPACITY (in Rs lakhs) (Reference Clause 3.3)**

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

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

Average Financial Turnover should be certified by Statutory Auditor/ Certified Public Accountant / Chartered Accountant

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

CERTIFIED BY  
Name of Statutory Auditor/Chartered Accountant Firm .....  
Registration No. & other details .....  
Name of the Signatory .....  
Signature .....  
Designation .....  
Date

(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: .....

**(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

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

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

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

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

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

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

Deponent

Identified by: .....



APPENDIX-VIII

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

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

BANK GUARANTEE FOR SECURITY DEPOSIT

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

Name of Work: SUPPLY,OPERATION & MAINTENANCE OF MOTOR CABS& MAXI CABS UNDER HALDIA DOCK COMPLEX

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

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

WHEREAS

The Board of Trustees for the Port of Kolkata, a body corporate – duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), (hereinafter referred to as “The Trustees”) have invited Tender No.

AND WHEREAS

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

AND WHEREAS

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

Branch, Kolkata ...../Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of Rs..... only. We, ..... Branch, Kolkata...../Haldia, do on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... We, ..... Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we..... Branch, Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the Bidder and the Trustees, this would be no ground for us, .....(Name of Bank), ..... Branch, Kolkata ...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, ..... Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Bidder.

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

3. We ..... Branch, Kolkata...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the entire validity period of the Bid including and extension thereof until the Bidder furnishes the requisite Performance Guarantee for the amount specified in the Tender in the prescribed Form in the event of the Bidder becoming the successful Tenderer and that it shall continue to be enforceable in the Trustees' claim have been satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said Bid have been fully and properly observed / fulfilled by the Bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of ..... day of ..... 20..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto..... or any extension thereof made by us, ..... Branch, Kolkata...../ Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Bidder for such extension of validity of this Bank Guarantee.

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

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

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

Note :

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

**APPENDIX- IX**

**FORMAT OF AGREEMENT**

**THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA**

THIS AGREEMENT made this ..... day of ..... 20 ..... between the Board of Trustees for the Port of Calcutta, 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 ..... and have accepted a Tender / offer by the Contractor for the survey, development, completion and maintenance of such works 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 and its enclosures.
  - b. Drawings, if any
  - c. The General Conditions Of Contract.
  - d. Special Conditions Of Contract (If any).
  - e. The Conditions Of Tender.
  - f. The Specifications.
  - g. Bill of Quantities
  - h. All Trustees' Schedule of rates & prices (if any).
  - i. 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 construction, 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 :- \_\_\_\_\_

Address :- \_\_\_\_\_

OR

SIGNED SEALED AND DELIVERED

By the said \_\_\_\_\_

In the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

**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-----.

## Annexure-IV

**PART – II: PRICE BID****SCHEDULE OF RATES**

SI No	Description of vehicles to be deployed		Monthly ceiling kilometer for the vehicle	No. of Vehicles	Composite rate per month per vehicle excluding GST (In Rs)	Total amount (In Rs)
			A	B	C	D=BxC
1.	Category-A	AC Motor Cab- 12 Hrs. Duty	2000	5		
2.	Category-B	AC Motor Cab – Round the clock (24 hourly)	2000	2		
3.	Category-C	AC Maxi Cab – 12 Hrs. Duty	2200	4		
<b>Grand Total Amount</b> [aggregate of amounts under Column D against Sl. Nos 1 to 3]						

## NOTE:

- a) The rate quoted above shall be excluding GST.
- b) GST shall be paid extra as applicable