

KOLKATA PORT TRUST
(Kolkata Dock System)

GENERAL ADMINISTRATION DEPARTMENT

TENDER NO. : ADMN/T/140 Dated 6.5.2015

Sub.: TENDER DOCUMENTS & SPECIFICATIONS
FOR SUPPLY & OPERATION OF LORRY AT KDS.

Last date of submission	Upto 14-00 hours on 12.6.2015
Date & time of opening of Techno-commercial bid of Tender	At 15-30 hours on 12.6.2015

15, Strand Road,
Kolkata – 700 001

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

Kolkata Port Trust

KOLKATA PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT

TENDER NOTIFICATON

TENDER NO. : ADMN/T/140 Dated: 6.5.2015

Subject : **SUPPLY & OPERATION OF LORRY AT KDS.**

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

i)	Tender Document Fee	Rs.1000.00 per set.
ii)	Estimated Cost	Rs.1,55,92,800/-
iii)	Earnest Money	Rs. 3,11,856/-
iv)	Security Deposit	10% of the contract value
v)	Sale of Tender Document	From 15.5.2015 to 5.6.2015 during Office Hours (except Saturdays, Sundays & holidays)
vi)	Pre-bid Meeting	At 14-30 hours on 8.6.2015 at Conference Room, KoPT Head Office.
vii)	Last date of submission of Tender	Upto 14.00 hours on 12.6.2015.
viii)	Date & time of opening of Techno-commercial bid of Tender	At 15.30 hours on 12.6.2015
ix)	Opening of Price Bid	Tentatively on 17.6.2015

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

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

Secretary

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

GENERAL INSTRUCTIONS TO TENDERERS

To
M/s. _____

Dear Sirs,

Subject : **Tender for supply and operation of lorry
on hire to ply within West Bengal. The contract
will be for 2 years from the date of effect.**

Sealed tenders are invited from Transport Contractors for supply and operation of Lorry (BS-III or BS- IV) , on daily hire basis, including supply of driver and attendant, fuel, lubricating oil and all other allied operational and maintenance requirement, to the various departments / Sections / operational units of the Trustees' and CISF. Rate Schedule, "Special Condition of Contract" etc. are enclosed.

2. **Earnest Money Deposit (EMD)**

Each tenderer shall have to deposit a sum of Rs. 3,11,856/-, by Banker's cheque or Pay Order or Demand Draft as Earnest Money, which should be submitted alongwith the techno-commercial part of the tender without which no tender will be accepted. In case the prospective tenderers download the tender document from KoPT's website, Earnest Money may also be deposited in the form of Banker's cheque or Pay Order or Demand Draft from any scheduled Bank drawn in favour of 'Kolkata Port Trust', payable at 'Kolkata', along with the techno-commercial part of the tender.

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

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

In case of the successful tenderer(s), the Earnest money will be converted into a part of Security Deposit for which a fresh Treasury Receipt will be issued and the party shall also have to deposit the balance amount as Security Deposit within 7 days from the date of receipt of intimation to this effect. The following balance amount of security deposit either in cash or in the form of Bank Guarantee or in combination of cash & Bank Guarantee have to be deposited where the Bank Guarantee should be on non-judicial stamp paper of at least Rs.50/- from a Nationalized Bank's Kolkata Branch, valid for two years & three months, as per proforma at **Appendix 'A'**:-

Type of vehicle	Amount of Security Deposit	Amount of Earnest Money Deposit	Balance amount of Security Deposit for successful tenderer
Lorry	10% of the contract value	Rs. 3,11,856/-	

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

4. **Refund of Security Deposit:**

On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them without interest subject to the following conditions:

a) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by KoPT.

b) The contractor shall have to apply for the refund of Security Money along with Original Money Receipt (TR) issued against Security Deposit.

c) Before releasing the Security Money, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the contractor may furnish the certificate in the following format :

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

5. **Validity of Tender**

The tender shall remain valid for acceptance for a period of 6 (six) months from the date of opening of the price part of the tender. If any tenderer withdraws his tender before the aforesaid six months, the Earnest Money deposit will be liable to be forfeited.

6. **Deviation**

It is impressed upon the tenderer that the instant tender should be based on the conditions and specifications stipulated in the tender documents and that the tenderer shall not stipulate his own terms and conditions in deviation thereof. Such deviations, apart from the likelihood of vitiating the tender, will lead to non-uniformity of tender and might also make evaluation of tenders difficult and accordingly, will render such tender liable to rejection/cancellation. However, if the tenderer feels

that deviation is unavoidable, he should place the same, clause-wise with justification, in the Pre-Bid meeting. The decision taken during the aforesaid Pre-Bid meeting on the proposed deviations will, however, be binding on the tenderers.

7. **Manner of submission of tender**

The tender must be submitted in sealed cover superscribed “**Tender for supply and operation of Lorry**” and put in the Tender Box bearing the same superscription kept for the purpose in the office of the Administration Dept. by **14.00 hours on 12.6.2015**. The manner of submission of tenders shall be as detailed below:

- i) The three separate sealed covers should indicate whether the contents are “**Techno-Commercial Bid**”, “**Price Bid**” (without any over-writing and without mentioning any condition) and “**Miscellaneous**” {containing Banker’s cheque or Pay Order in original as Earnest Money, cost of Tender documents of Rs.1000/- (By TR/Banker’s cheque/ Pay Order in original,) and Check List (as per format at Appendix-‘B’) of required documents duly filled in by the tenderer}. Each cover should be duly superscribed with the tender number and the title of the work.
- ii) All the above three covers will be sealed in another outer cover duly superscribed “**Tender for supply and operation of Lorry**”.
- iii) The sealed cover, superscribed “**Techco-commercial Bid**” should contain the **self-attested, legible** copies of the following :-
 - a) Valid & relevant Trade Licence,
 - b) Partnership deed, in case the tenderer is a partnership firm,
OR
Certified copy of Memorandum of Association, in case the tenderer is a company,
OR
Statement indicating that the tenderer is a proprietorship firm.
 - c) Documents relating to **audited** financial position including copies of the Balance Sheet, Profit & Loss Account for last three financial years ending March-2014. **The expenditure towards the present contract for supply and operation of Lorry at KDS for the forthcoming two years is likely to be Rs.1,55,92,800/-. Average annual financial turnover of the tenderer during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.**
 - d) A separate forwarding letter indicating **unconditional** acceptance of KoPT’s Terms & Conditions in full.
 - e) Signed & stamped copies of KoPT’s Tender Documents (i.e. each page of the tender document needs to be signed & stamped by the tenderer) including cancelled, blank Rate Schedule i.e. without any price.
 - f) Supporting documents regarding tenderer’s capabilities for supplying Lorry as possible out of those listed in SerialNo.19 of ‘Special Conditions of Contract’.The

details of the lorry intended to be supplied by them, may be furnished in the **Appendix 'C'** of this tender document.

- g) The tenderer should have experience of having successfully completed works of supply and operation of vehicles in transportation of employees in different organizations during a period of last 7 years (ending on 31.3.2014) as follows:
- (I) At least 3 completed works each worth not less than **Rs.62,37,120/-**
Or
- (II) At least 2 completed works each worth not less than **Rs.77,96,400/-**
Or
- (III) At least 1 completed work worth not less than **Rs1,24,74,240/-**
- [Work Order(s) and Completion Certificate(s) must be produced]
- h) Service Tax Registration Certificate showing 15 digits PAN based Service Tax Code No.
- i) Provident Fund Registration Certificate.
- j) Valid document of up-to-date payment of Professional Tax.
- k) Copy of Income Tax Permanent Account Number Card.
- l) Copy of ESI Registration Certificate. [(i) If the party is not covered under ESI Act or exempted, necessary documents along with an Affidavit before a First Class Judicial Magistrate (**Appendix – D**) have to be submitted. (ii) If the party is not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour, on a Non-Judicial Stamp Paper worth of at least Rs.50/- (**Appendix – E**), which should be submitted along with Techno-commercial Bid].
- m) The successful tenderer must have an office in the Kolkata Corporation area, otherwise, their offer may not be accepted. Accordingly, the full address of the contractor's Kolkata Office with the name of the contact officials alongwith the contact telephone Nos., fax Nos, mobile phone Nos., e-mail ID etc. should be furnished in **Appendix F** so that they may be contacted by the KoPT officials/users, as and when required.
- n) A separate letter indicating whether the tenderer was not black-listed/banned/de-listed/de-barred earlier by Central/State Govt. or Central/State PSUs or Central/State Autonomous Bodies. If so, particulars thereof.
- o) Signed & stamped copies of KoPT's Record Note of discussion in the Pre-bid meeting, if circulated (i.e. each page of that document needs to be signed & stamped by the tenderer).

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

8. **Production of Original Documents**

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

9. **Pre-Bid Meeting**

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

10. **Adherence to Rules & Regulations**

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

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

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

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

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

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

12. **Formal order:**

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

Tentatively, the contractor shall be required to commence supply of vehicles w.e.f. 1.7.2015.

13. **Contract Agreement**

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

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

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

Secretary

SPECIAL CONDITIONS OF CONTRACT

1. Scope of work :

The work comprises supply of required number of diesel-driven Lorry (both soft top & open), as per requirement of the users, in perfect running condition, with Driver & attendant, fuel, lubricants, essential stores and spares including all other allied requirement, on all working days including Saturdays, Sundays, Holidays, if required, to Trustees' departments/sections/officers & CISF, for their use, as and when required, to ply within West Bengal. The contract will be for 2 years from the date of effect.

Special conditions for the vehicles to be hired for CISF, KoPT Unit:

- a) All the vehicles provided to CISF should be painted in one single colour i.e. Navy Blue (official colour of CISF).
 - b) Name plates carrying CISF monogram may be displayed on all vehicles at the conspicuous place of the vehicle for easy identification of the user department.
 - c) Required No. of vehicles to be used for bringing cash, transporting weapons and ammunition or meant for riot control and mob dispersion, should be equipped with sturdy wire meshing on wind screens with provision of round holes at regular intervals for using rifles and pistols.
 - d) The lorries supplied to CISF, should have soft top (supported by MS angles), cushioned seats and wide, stable steps.
2. Only supply of HSD (High Speed Diesel) driven Lorry is in the scope of work of this tender. No separate rates for petrol driven vehicle will be payable in the event of supply. Fuel escalation shall be as per HSD fuel only.

3. **The minimum load carrying capacity of the supplied Lorry would be as follows :**

Type of vehicle	Minimum load carrying capacity
Lorry of model No. Tata 712 or any other similar model	4.8 MT
Lorry of model No. Tata 407 or any other similar model	3.8 MT

4. Dock Permit

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

5. **Age of Vehicle**

- (a) Vehicle having date of 1st Registration on or after 1.4.2004 will be accepted for full payment at the approved rate against tender.
- (b) 40% deduction on the approved rate will be made on supply of vehicles having date of 1st Registration on or after 1.4.2002 and before 1.4.2004.
- (c) Vehicle having date of 1st Registration before 1.4.2002, will not be accepted.

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

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

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

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

7. **Requisition of Lorry :**

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

8. **Timing :**

The duty hours of the Lorry will be as follows :

- (i) Normal duty Lorry : For any duty hours, as per requirement of the users, excepting 24 hrs. fixed duty
- ii) 24 hours fixed duty Lorry : For fixed 24 hours duty

The Lorry may also be booked on Saturdays, Sundays & Holidays, if required.

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

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

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

10. **Accommodation for Garage :**

The contractor shall make his own arrangement for parking of vehicle, after duty hours. Charges, if any, for empty run of the vehicles from the contractor's garage to the reporting point at the starting of Trustees' daily duty and also from releasing point to the contractor's garage at the end of KoPT's daily duty, shall be included while quoting **rates**. However, in cases where the releasing / reporting point is beyond the jurisdiction of Kolkata Municipal Corporation (KMC) Area **with its extended jurisdiction and Salt Lake area as on the date of tender**, the contractors shall be paid the garaging kilometer for reporting / releasing which will be the distance from the point of release/reporting to Raj Bhavan.

The contractor will also be allowed garaging/reporting time (only in those cases where garaging/reporting km. is allowed i.e. when the vehicle is to report/be released outside the limit of Kolkata Municipal Corporation (KMC) **with its extended jurisdiction and Salt Lake area as on the date of tender** on the basis of the following formula :-

Allowable garaging/reporting km. ÷ 30 = the allowable garaging/reporting time (in hours) [It is presumed that a vehicle normally travels 30 km. in one hour in and around Kolkata].

However, no garaging/reporting km./hour will be allowed if a vehicle is released/required to report within the limit of Kolkata Municipal Corporation (KMC) **with its extended jurisdiction and Salt Lake area as on the date of tender**.

11. **Escalation :**

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

Rate of consumption of HSD per Km. run of Lorry 0.2 Ltrs/Km.

So, the extent of escalation would be – (B-A) x 0.2

where A = pre-escalation price of HSD/ltr.

B = post-escalation price of HSD/ltr.

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

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

12. **Standard Km. for out-station :**

For the purpose of billing and payment, the distance of the following out-stations should be taken as per the table below. If the kilometer covered, exceeds substantially over the standard distance between the two points, the contractor must get reasons for such excess journey, duly certified by the user, before any payment can be effected for such excess journey.

Distance in Km. from Governor House, Kolkata

Mayapur	36
Budge Budge	25
Birlapur	34
Diamond Harbour	55
Falta Point Station	52
Hooghly Point Station	54
Roychawk	55
Kakdwip	95
Fresuregunge	130
Haldia	140

13. **Terms of payment:**

- a) Supply & operation charges will be paid for the period during which the vehicle is actually used by KoPT.
- b) Monthly bills along with the written instructions obtained from the department should be submitted for vehicle supplied during the month, payment of which will be made within 30 days from the date of submission, provided bill in order is submitted within next month. The contractor will, however, not be entitled to payment, if the bill is not submitted within 3 months from the date of supply of the vehicle.
- c) One item of charges i.e. either the cost of running of vehicle per km. or detention charge or minimum charges payable of Rate Schedule, whichever is the highest, will be paid.
- d) The successful contractor(s) should supply only diesel-driven vehicle. Charges are invited for diesel-driven vehicle only. However, the contractor(s) may supply petrol-driven vehicle for which charges under all the three items shall be considered same as that of the charges for diesel-driven vehicles.
- e) Certification of all documents (on photocopies after verification with original) would have to be done by the user department only and no further checking of those documents would be

conducted by the Finance Department for processing the payment after certification of the bill. Such documents should be verified only once by the respective department/ section for supply of a single vehicle (fixed duty). Such photocopies should not be enclosed with the bill. The officials concerned of user department/ section will verify the same and keep them in their own custody and certify the bills only. There is no need to annex all supporting documents of a fixed duty vehicle with every bill, unless the vehicle itself is changed by the contractor due to any reason.

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

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

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

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

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

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

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

In case of break-down/accident of vehicle on duty within **extended KMC area and Salt Lake area**, suitable replacement vehicle shall be made available by the contractor within **two hours**. **For any breakdown / accident, beyond extended KMC area and Salt Lake area, the same may be replaced by the contractor within four hours**. For these **two /four** hours, KoPT will neither pay the contractor, nor will charge any damage from the contractor. In case the contractor fails to supply the suitable replacement vehicle within the stipulated **two / four** hours, then hourly damage shall be payable by the contractor to KoPT as per **their quoted hourly detention charge**, for the delay of every hour or part thereof, which shall be recovered from the running bill of the contractor. **In case**

of arranging `substitute commercial vehicle against sudden break down of vehicles (both fixed & casual duty), non-commercial vehicle may be provided by the contractor(s) for that day only to meet the exigency.

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

15. Compliance of relevant Acts, Ordinances etc. :

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

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

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

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

16. Dispute :

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

17. Formal order :

Formal order will be placed on the successful tenderer(s) after receiving confirmation as to the deposit of the Security Deposit. The contractor is expected to commence supply of vehicles w.e.f. 1.7.2015.

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

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

19. **Details of Lorry generally booked on Normal duty/24 hours fixed duty:**

7 nos. of Lorries (24 hours fixed duty) are generally booked everyday.

Please note that the number of Lorry shown above, is indicative and may exceed to a maximum of 12 nos. Causal(call) duty vehicles may book as an when required basic to supply the same, as per agreed rates, terms and conditions.

20. **Log Book & Reckonable Kilometrage :**

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

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

The to and fro distance between the contractor's garage and the reporting/releasing places shall not be reckoned for the purpose of calculation of total actual run of the vehicle, except for what has been stated in Para 10 of this "Special Conditions of Contract".

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

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

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

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

21. **Placement of lorry for inspection on demand :**

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

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

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

22. **Payment against hire of lorry:**

The payment will be made for fixed duty and causal duty on the basis of actual hours used or Km. of run or minimum hire charge per day whichever is highest.

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

If a vehicle is booked in a regular manner for more than 7 days in a month, the same should be treated as 'Fixed duty vehicle'.

Tenders will be evaluated booking pattern-wise separately for each category of vehicle i.e. separately for –

- Normal Fixed Duty Lorry (Tata 712 or any other similar model).
- Normal Call Duty Lorry (Tata 712 or any other similar model).
- Normal Fixed Duty Lorry (Tata 407 or any other similar model).
- Normal Call Duty Lorry (Tata 407 or any other similar model).

The lowest tenderer will be the firm for which the financial implication of KoPT as per the following average booking pattern (applicable for both fixed & call duty), will be the least: -

Type of vehicle	Ave. km./day	Ave. hrs. per day
Tata 712 or any other similar model	80	24

Tata 407 or any other similar model	55	24
-------------------------------------	----	----

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

24. For casual booking of Lorry, KoPT would allow the contractor 4 hours time from the time of placing the requisition, to supply the vehicle.

25. For booking of 24 hours fixed duty, at least two drivers (in shift duty) shall be provided by the contractor, every day.

KOLKATA PORT TRUST
General Administration Department
TENDER NO. : ADMN /T / 140 Dated 6.5.2015

Rate Schedule

Type of vehicle	For 24 hours fixed duty		For normal fixed duty		For call duty	
	Charges for running (in Rs. per km.)	Charges for hourly detention (in Rs. per hr.)	Charges for running (in Rs. per km.)	Charges for hourly detention (in Rs. per hr.)	Charges for running (in Rs. per km.)	Charges for hourly detention (in Rs. per hr.)
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)
Lorry (Tata 712 or any other similar model)						
Lorry (Tata 407 or any other similar model)						

Service Tax will be charged extra as applicable.

B). Minimum charges payable per day per vehicle :

I) For normal / call duty vehicles :

8 x charges for hourly detention per vehicle per hour

NOTE-I: If the vehicle is booked for 24 hours fixed duty /normal fixed duty / causal duty , KoPT would pay either running charge or detention charge or minimum hire charges per day per vehicle, whichever is higher, as the case may be.

 Signature of the witness along
 with Address

 Signature of the Tenderer along with
 official seal

Date

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

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

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

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

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate – duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri/ Messrs, a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to a “The Contractor”) from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for(write the name of the work as per Work Order) in terms of the Work Order No..... dated.....(hereinafter referred to as “the said contract”), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees.....), we,

... Branch, Kolkata/Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....).

We,.....Branch, Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,.....Branch, Kolkata/Haldia, shall have no right do decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker’s Cheque drawn in favour of “Kolkata Port Trust”, without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....

(Name of Bank), Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,.....Branch, Kolkata/Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We,.....Branch, Kolkata/Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of2015..... 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-Judical Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

KOLKATA...../HALDIA

(Official seal of the Bank)

File Name BANK GUARANTEE

KOLKATA PORT TRUST
General Administration Department
TENDER NO. : ADMN /T / 140 Dated 6.5.2015

CHECK LIST

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

KOLKATA PORT TRUST
General Administration Department
TENDER NO. : ADMN /T / 140 Dated 6.5.2015

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

Signature of the Tenderer

On Non-Judicial Stamp Paper of at least Rs.10/-
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 of Having
office at and carrying on
business on the said name and cycle. (In case the above deponent is an enlisted Contractor at
Kolkata Port Trust, the same should be mentioned in the affidavit).

Deponent

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

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

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

DEPONENT

Identified by me

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

BY THIS BOND, I, Shri / Smt.son of Shri / Smt.....

Residing at by occupation

The Partner / Proprietor / Director having office at

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

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

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

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

IN WITNESS WHEREOF I, The Partner / Proprietor / Director hereto set and seal this the day of in the year at

Sureties Signature of the Indemnifier

1. Name
Address
2. Name
Address

Witnesses

KOLKATA PORT TRUST
General Administration Department
TENDER NO. : ADMN /T /140 Dated 6.5.2015

To be filled up by the Tenderer

1. Name of the Tenderer :
2. Address of the Tenderer :
-
3. Address of the Kolkata office of the Tenderer :
-
4. Name, Telephone Nos. of the contact persons of the aforesaid office at Kolkata :-

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

5. Telephone No. of the Kolkata Office :
6. Fax no. of the Kolkata Office :

Signature of the Tenderer

Appendix-G

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

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

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

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

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

The Board of Trustees for the Port of Kolkata.

Name.....

Address.....
.....
.....

Signed, Sealed and delivered at Kolkata in the presence of

Name.....

Address.....
.....
.....

Secretary

Contractor