

**HALDIA DOCK COMPLEX  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**



**TENDER FOR**

**GRANTING OF LICENSE FOR SETTING UP, OPERATION AND MAINTENANCE OF  
EATERIES AT THE EXISTING PREMISES OF  
HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**TENDER No.**

**SMP/HDC/P&IR Div/Eateries License/2021/2334 Dated. 31.12.2021**

**P&IR DIVISION**

**P&IR Division, Jawahar Tower Complex,  
P.O.: Haldia Township, Dist.: Purba Medinipur,  
PIN : 721607, West Bengal**

## **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), Syama Prasad Mookerjee Port (SMP), Kolkata 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, SMP 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, SMP 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, SMP, 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, SMP 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, SMP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, SMP, 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.

## NOTICE INVITING TENDER (NIT)

Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP), Kolkata invites Tender under single stage two-part system (**Part I: Techno-Commercial Bid and Part II: Price Bid**) from reputed & eligible parties for operation, management and maintenance of eateries by licensing mode at Haldia Dock Complex, Syama Prasad Mookerjee Port, at its own cost, manpower, risk and arrangement.

The Tender document, Corrigendum / Addendum / Clarification may be downloaded from website of SMP, Kolkata i.e. <https://smpportkolkata.shipping.gov.in> and the e-NIVIDA link provided in the website of SMP, Kolkata i.e. <https://kopt.enivida.in> as per the schedule given below:-

### SCHEDULE OF TENDER (SOT)

a.	TENDER NO.	SMP/HDC/P&IR Div/Eateries License/2021/2334
b.	MODE OF TENDER	e-tendering System
d.	Date of NIT available to parties to download	21.01.2022
e.	Pre-Bid Meeting date, time & venue	06.01.2022, 1100 hrs., Haldia Dock Complex New Conference Room, Jawahar Tower, Haldia Township, Purba Medinipur, Pin- 721607.
f.	i)	Earnest Money
		There is no earnest money for the instant license / tender. However, the bidders would have to submit a 'Bid Security Declaration' in the specified format, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for 3 years.
	ii)	Bid Document fee
		The intending bidders should submit non-refundable bid document fee of ₹2950/- (Rupees two thousand nine hundred fifty only) which includes GST @ 18%, to Haldia Dock Complex, through DD / Banker Cheque in favour of <b>Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex</b> on any Scheduled / Nationalized Bank payable at <b>Haldia</b> , otherwise their offer will be summarily rejected. Copy of the DD / Banker's Cheque should be uploaded while submitting the bid.
	e-NIVIDA Tender Processing Fee (Nonrefundable)	a) Mode of Payment: - E-payment Only through Debit / Credit Card or Net Banking. b) Rs. 2950.00 (Rupees Two thousand nine hundred fifty only) (Including GST) (nonrefundable) by net- banking / Debit / Credit card at SMP, Kolkata's e-Nivida Portal only. c) Registration Charges: Rs. 2000/- + Applicable GST Per Year. Note: i) The bidders, who are not yet to be registered with e-NIVIDA, are advised to get themselves registered with e-

		NIVIDA, at least 72 (seventy-two) hours prior to bid submission. ii) Bidders are required to ensure that their corporate e-mail Id provided is valid and updated at the stage of registration of vendor with e-Nivida Portal (i.e., Service Provider).
g.	Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at e-NIVIDA	<b>11.01.2022</b>
h.	Date & Time of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>21.01.2022, 1500 hrs.</b>
i.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date & time of opening of Part-II (i.e. Price Bid)	<b>21.01.2022, 1530 hrs.</b> <b>To be announced subsequently</b>

[N.B.-\* In case there is an unscheduled holiday / bandh / strike on the prescribed last date of submission and opening of bid, the next working day will be treated as the scheduled prescribed day for the same.]

Further, intending bidders shall submit their bid electronically only through e-NIVIDA website <https://kopt.enivida.in>. Tenderers should visit the websites frequently. Any clarification on technicality of submission of bid for tendering, queries shall be uploaded on e-NIVIDA website.

### **IMPORTANT INSTRUCTIONS TO BIDDERS FOR E-PROCUREMENT**

**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 e-NIVIDA Portal (<https://kopt.enivida.in>) before responding to this e-tender:**

- **Bidders Manual Kit**
- **Help for Contractors**
- **FAQ**

**Contact Persons (Haldia Dock Complex, SMP, Kolkata):**

- |                                                                                               |                                                         |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------|
| 1. Mr. A. K. Nag<br>Dy. Manager (P&IR)<br>Phone No.:03224 263837<br>Mobile No.: +919434031386 | 2. Mr. K. Das<br>TO (P&IR)<br>Mobile No. +91 7501133379 |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------|

**Contact persons (e-Nivida Portal):**

1. Mr Deepak Jha – Mob: 8448288981, email: [ewizardddipak@gmail.com](mailto:ewizardddipak@gmail.com)
  2. Mr Siddharth Ghosh – Mob: 9355030604, email: [ewizardsiddharth@gmail.com](mailto:ewizardsiddharth@gmail.com)
- See e-NIVIDA Portal for contact details.

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	<p>(A) Part – I: Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part – II: Price bid of only those bidder(s) whose Part – I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC will only be opened electronically. Such bidder(s) will be intimated date of opening of Part – II Price bid, through valid email submitted by them.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	<p>Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda”.</p> <p>A declaration in this regard is to be made by the bidder.</p>
9	<p>Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidders can witness electronic opening of Bid.</p> <p>Necessary addendum/corrigendum (if any) of the tender would only be hosted in the e-NIVIDA portal</p>
10	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of E-NIVIDA.
12	<p>Micro &amp; Small Enterprises (MSEs) registered with NSIC or MSMEs (under single point registration scheme) having valid NSIC Certificate or MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) / Udyog Aadhaar or UDYAM or UDYAM Certificate for the relevant work / activity are exempted from depositing Cost of Tender Document.</p> <p>Copy of valid relevant Certificate for MSEs or MSMEs has to be submitted along with the bid for seeking exemption from Tender Fee.</p>
13	If MSEs or MSMEs intends to participate in the tender, for the items they are not registered with the concerned authority i.e. NSIC / DIC / MoMSME, then they will have to deposit cost of Tender Document as per NIT. Otherwise their offer for those items will not be considered.
14	Due date of submission of tender will not be extended under any situation.

<b>List of Annexures</b>		
Standard Menu (List of food items)	:	<b>Annexure-I</b>
Recommended brand of items to be used	:	<b>Annexure-II</b>
Bid Security Declaration	:	<b>Annexure-III</b>
Priced BOQ	:	<b>Annexure-IV</b>
Profile of Tenderer	:	<b>Annexure-V</b>
Covering letter	:	<b>Annexure-VI</b>
Details of past experience	:	<b>Annexure-VII</b>
Power of Attorney	:	<b>Annexure-VIII</b>
Bank Guarantee	:	<b>Annexure-IX</b>
Format of agreement	:	<b>Annexure-X</b>
Indemnity Bond	:	<b>Annexure-XI</b>
General Conditions of Contract	:	<b>Annexure-XII</b>

## **1. BACKGROUND:**

- 1.1 Haldia Dock Complex, located at Haldia, West Bengal, is a dock system under Syama Prasad Mookherjee Port, Kolkata herein after referred to as HDC, SMP.
- 1.2 HDC, SMP intends to grant license for operation, management and maintenance of eateries to an eligible and competent organization / vendor / contractor / caterer who will sell food to customers, including to the port employees and other dock workers / outsiders, as per provisions of the license agreement to be entered into by HDC, SMP with the licensee to be selected through the instant tendering process.
- 1.3 The intending bidders must have office / manufacturing facility at Haldia for regular co-ordination and communication.

## **2. SCOPE OF WORK & OTHER OBLIGATIONS OF THE LICENSEE:**

- 2.1 The scope of work and other obligations of the license shall include but not limited to the following activities: -
  - 2.1.1 Operation management and maintenance of eateries located at the various sites of HDC i.e. (i) Chiranjibpur, (ii) Ore & Coal Berth, (iii) G. C. Berth, (iv) Lock & Marine, (v) Haldia Township and (vi) Jawahar Tower areas and Eating House / Refreshment Room located at BH Yard, and any other additional facility to be opened by HDC, SMP during the period of license, as per requirement, on regular basis for a period of three (03) years for cooking, selling and serving good quality cooked / packaged food of different types to the customers, including personnel authorized by HDC, SMP and other dock workers / outsiders at his own cost, expenses, manpower and other arrangements at pre-determined prices to be fixed through the instant call of tender. HDC, SMP may also decide to discontinue any of the existing 7 facilities during the period of license, with prior intimation to the licensee, which the licensee has to agree and accept.
  - 2.1.2 The food items to be served to the personnel authorized by HDC, SMP shall comprise tiffin, meal (both veg & non-veg), tea, snacks as per standard menu given at Annexure-I. The authorized users of HDC may choose any or all the items of the standard menu for the day, which the licensee shall serve at the canteen as per the pre-determined rate.
  - 2.1.3 Procurement of raw materials for cooking, cleaning and upkeepment of existing 7 premises, utensils, LPG pipeline & Oven, furniture and all other ancillary items required for operation, management and maintenance of the eateries as well as disposal of garbage in a segregated manner i.e. separately for bio-degradable and non-bio-degradable materials.
  - 2.1.4 Deployment of adequate manpower for fulfilling the scope of work efficiently and in an unhindered manner. The Licensee shall ensure that the staff deputed should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, etc. Further, the Licensee shall ensure that the catering staff should be well groomed, wear proper neat & clean uniforms regularly, carry photo identity cards displayed at all times and use PPEs as per requirement. The staff serving food shall additionally wear disposable hand gloves, caps

and nose / mouth covers while serving. The licensee shall be responsible for providing uniform, PPEs, photo Identity card, etc. to the staff.

- 2.1.5 The licensee will indemnify HDC, SMP from the possible future demand of the employees / workers deployed by him that they be absorbed in HDC, SMP. It will be the responsibility of the licensee to find the solution for such demand if it arises.
- 2.1.6 The Licensee may also sell other cooked food items, in addition to the standard menu, for which it may charge the users reasonably. The Licensee may also sell other standard food items, including packaged food, non-alcoholic beverages of reputed brands sourced from reliable vendors, etc. at Maximum Retail Price (MRP). It may be noted that sale of prohibited food / drink items shall not be allowed.
- 2.1.7 A single service provider / licensee shall be given the license to run all the 7 existing facilities. It will have the option of cooking the food items of the standard menu at any or all the existing premises as may be decided by him. But atleast one of the existing premises inside the dock area shall have to be used as one of the base kitchens. In case the successful tenderer decides to cook food in one or more existing premises, it may serve other existing premises by transporting foods suitably while ensuring proper packaging in hygienic air tight containers and transportation in covered vehicles.
- 2.1.8 The licensee will be required to serve food as per standard menu given at Annexure -I of the tender document to the personnel authorized by HDC, SMP. However, in the event HDC, SMP directs the service provider / licensee to serve any item not covered within the standard menu, the licensee shall serve the same at the rate to be mutually decided by HDC, SMP and the licensee.
- 2.1.9 The licensee will also be required to have facilities to enable the users to take away the food items in packaged conditions. In such cases, the food should be served in hygienic, sealed / covered, attractive bio-degradable / recyclable package. However, single use plastic is banned within the HDC premises. The licensee may charge the users for the packaging. For the sit-in services, food should be served using hygienic utensils / crockery / cutlery, etc.
- 2.1.10 The licensee shall provide appropriate sale bill to each user and shall prominently display the rate of each item / combination of items.
- 2.1.11 The licensee / service provider shall create facility for cashless transaction, in addition to provisions for cash transactions, towards payment for purchase of the food items bought by the users.
- 2.1.12 The licensee shall be responsible for ensuring the quality, quantity, maintaining proper hygiene and cleanliness while handling raw materials, cooking, serving, packaging of food / meals.
- 2.1.13 The licensee shall make arrangements for hand washing of the users before and after taking food from the eateries at his own cost and arrangement.
- 2.1.14 Licensee shall be responsible for availability / provision of adequate number of garbage



bins at appropriate places inside the eateries. Licensee shall also ensure to place bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time. Segregation of waste should be done by the Licensee as bio-degradable / non bio-degradable. Licensee shall be responsible for disposing the garbage suitably at the designated locations / garbage vat nearest to the existing facilities (license premises). All garbage bins placed inside the license premises must be labeled and cleaned regularly.

- 2.1.15 The gadgets, appliances and equipment provided in the kitchen and other areas of the eateries, wherever required, should be conforming to the latest safety standard and no claim shall be sustained due to any damage for electric supply provided by HDC.
- 2.1.16 The Licensee shall, at all times during the currency of the license, ensure highest standards of safety to the equipment deployed and / or operated by them under the provisions of the license, as well as other properties of HDC, SMP or other parties while discharging the obligations under the provisions of the tender / license.
- 2.1.17 The Licensee shall ensure availability of hand held fire extinguishers and their staff should be trained in operating the extinguishers.
- 2.1.18 The licensee must cover his employees / workers under Workmen Compensation Act, Fatal Accident Act and Personal Injuries (Compensation Insurance) Act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant Acts.
- 2.1.19 The licensee shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the license.
- 2.1.20 The licensee shall be responsible for security of the eateries, including all items kept therein.
- 2.1.21 The licensee will buy RFID permit from HDC, SMP as per Scale of Rates for the manpower and vehicles / equipments to be deployed inside the dock for running the eateries.
- 2.1.22 Raw Material for Cooking: The licensee will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Govt. of India.
- 2.1.23 The licensee shall ensure that service schedule of the port employees are not compromised for serving other users / outsiders.
- 2.1.24 The licensee shall have valid trade license, food license to run catering services and meet FSSAI standards.
- 2.1.25 In case of HDC, SMP assets / property / employee suffer from damage or sustain injury (fatal / non-fatal), as the case may be, the licensee shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to HDC, SMP, the licensee shall immediately pay the required cost for making good the losses, as will be ascertained by HDC, SMP official, or in lieu thereof, the

licensee may also repair / replace the damaged property to the satisfaction of HDC, SMP official, within the period to be indicated by HDC, SMP as and when it arises.

- 2.1.26 In case of loss of life or injury caused to any person including the manpower deployed by the licensee due to fault on the part of the Licensee, the Licensee shall immediately pay the required compensation (as may also be decided by the statutory / competent authority) to the affected party.
- 2.1.27 The licensee shall keep HDC, SMP indemnified throughout the period of the license for any loss, damage and expenses whatsoever which HDC, SMP may suffer or may have to suffer due to fault on the part of the licensee in fulfilling the Scope of Work and other obligations as per provisions of the license. Assessment of damages, expenses, cost etc. if any, will be carried out jointly by HDC, SMP and the licensee. In case of absence of the licensee for joint inspection, assessment done by SMP will be final and binding on the licensee. In case the licensee damages property belonging to parties other than HDC, SMP, assessment of damages, expenses, costs etc. if any, will be carried out jointly by HDC, SMP, the licensee and the affected party concerned.
- 2.1.28 (a) The licensee shall at its own cost and arrangement promptly repair / replace or restore any of the equipment or any part thereof which may be lost, damaged or destroyed.
- (b) Any disruption in canteen functioning arising out of electrical or water supply issue would need immediate attention of the license. HDC shall provide only emergency services to the licensed eateries to tide over the electrical and water supply issues free of cost, if required by the licensee. No routine maintenance and resultant and replacement of equipment / fittings will be done by HDC in this respect. Hence any item, if provided by HDC, for such emergency maintenance, should be replenished by the Licensee to the respective HDC unit within a fortnight, failing which, such costs would be deducted from the security deposit of the contractor, plus overhead @ 19.25%.
- 2.1.29 The licensee shall not assign / transfer the license, in part or full, to any other person / agency / company without approval of HDC, SMP. The authority of such approval is at the sole discretion of HDC, SMP.
- 2.1.30 The licensee shall allow HDC, SMP or any statutory authority to inspect the eateries operated by the licensee under the provisions of the license at all / any point of time and take such action as may be directed by HDC, SMP or the said statutory authority with regard to any or all the equipment and operation.
- 2.1.31 The licensee shall be responsible for payment of taxes, duties, cess, assessment or any other charges which may be levied by any statutory authority during the currency of the license.
- 2.1.32 The Licensee would be required to use ISI / Agmark / Food grade products. In the event of any food poisoning / contamination, the licensee will be held fully responsible and other penal actions under the law will be taken. The decision of the appropriate authority of HDC in this regard is final and binding on the licensee.

- 2.1.33 Electricity: The licensee would be provided with electricity on chargeable basis. The licensee will pay to the port on the basis of monthly meter reading of each of the 7 premises and any other additional facility to be created in future, if any, as per the rates at which HDC, SMP is procuring electricity from WBSEDCL or other authorities, as applicable, plus 19.25% as overheads on the billed amount, as per existing practice. Necessary claim in this regard shall be made by HDC/ SMP to the licensee.
- 2.1.34 Water: The licensee would be provided with water on chargeable basis. The licensee will pay to the port on the basis of monthly meter reading of each of the 7 premises and any other additional facility to be created in future, if any, and as per the rates at which HDC, SMP is procuring water from Haldia Development Authority or other authorities, as applicable, plus 19.25% as overheads on the billed amount, as per existing practice. Necessary claim in this regard shall be made by HDC/ SMP to the licensee.
- 2.1.35 Utensils to be used: The successful bidder shall use utensils made up of Steel, Stainless Steel, Aluminum, Ceramic and paper only. The licensee shall avoid use of plastic and strictly not use thermocol or Styrofoam for serving food etc.
- 2.1.36 Sanitation & Hygiene: The licensee will ensure proper sanitation/hygienic conditions in the premises and deploy persons free from infectious diseases.
- 2.1.37 The licensee shall mandatorily use cooking oil, spices, etc. of renowned brands (detailed at Annexure-II). The licensee may also use good quality branded products for all the grocery and perishable items to be used for cooking of the food to be sold from the eateries. If the licensee uses any non-branded items at the eateries, other than the above, the same should be of good quality, viz per-boiled rice of type Dudheswar / Super Sankar, Sona Moog for Moog Dal, etc. He shall ensure that filtered water is used for cooking food and shall provide RO / UV / packaged drinking water to the users for the purpose of drinking.
- 2.1.38 Use of Tobacco & Alcohol: Storage / sale / consumption of any tobacco products / alcoholic drink / liquor is strictly prohibited in the eateries premises. The canteen shall not serve any of such substance / drink in the eateries premises.
- 2.1.39 **Dock Permit:**
- Dock Permit will be issued for personnel and vehicle deployed by or on behalf of the licensee engaged for delivery of materials to the respective eateries / sites on payment of requisite charges, against receipt of proper application addressed to the Sr. Dy. Manager (P&IR) for the same during normal working hours on any working day, at least one working day ahead of the requirement, alongwith the details of the personnel, submitting therewith their valid photo identity card viz. Voter's Identity Card, Adhaar, PAN, Driving License, etc., as well as valid documents for the vehicle used for delivery.

## **2.2 OBLIGATION OF HDC, SMP -**

- a) HDC, SMP shall provide to the licensee all the existing 7 premises at Chiranjibpur, Ore & Coal Berth, G. C. Berth, Lock & Marine, Haldia Township and Jawahar Tower areas and

other refreshment room at specified locations of HDC, SMP for use under the license on payment of token rent. The licensee shall operate the eateries strictly within the said premises. Encroachment beyond the said premises shall be strictly prohibited. The decision of the appropriate authority of HDC in the event of encroachment is final and shall be binding on the licensee.

- b) HDC, SMP will hand over to the licensee the existing utensils, canteen furniture and other utility items, gas pipeline, oven, electrical appliances and fittings, etc. on 'as is where is' basis for use under the license, without any charges. The licensee shall have the option of not taking the said materials or taking a part of the same at the beginning of the contract period, if the licensee so desires. However, the licensee shall have to arrange for suitable materials on his own, if he does not take over the materials offered by HDC at the beginning of the license. The said materials taken over by the licensee shall have to be returned back by the licensee, in working condition, within one month of completion of the contract period. Normal wear and tear of the items is acceptable to HDC, SMP. The licensee shall however, repair / replace such articles in the event of malfunction or breakage at his own cost and arrangements and deposit the same in working condition to HDC authorities within one month of completion of the contract period.

**N. B.:-** The term 'contract period' shall mean the duration of the license, including both pre-closer and extension of license, if any.

### **3. ELIGIBILITY CRITERIA**

#### **3.1 TECHNICAL CAPACITY:-**

- a) The tenderer shall be a single entity. No Consortium shall be allowed to participate in the tender. The purchaser of the Tender Document must be the tenderer itself.

Experience of having successfully completed or commenced at least 01 work amounting Rs. 5,00,000.00 or more OR 03 similar works relating to operation of canteens / catering and food services in establishments of Central / State Govt. Departments / Central Public Sector Undertakings / Nationalized Banks / State Public Sector Undertakings / Autonomous Bodies / Reputed Private Entities / Schools / Colleges / Universities / Associated bodies viz Clubs, Co-operative Societies, etc. of Government Departments / CPSUs / SPSUs / or Private Organizations or operating restaurant, during the last 3 years ending December 31, 2021. If the bidder submits experience of commencement of 01 work amounting Rs. 5,00,000.00 or more, then the said work should continue for at least 01 year as on the date of submission of the tender.

Note – I - Duly signed copy of the experience certificate obtained from above establishments should be enclosed with the bid.

Note-II: The term "completed work(s)" means the executed / completed relevant work in totality. In case the work is on-going, then the total contract value and the duration of the ongoing contract, alongwith the documents relating to award of the contract, documents relating to completion of the portion of the total work / part work and also documents indicating the financial value of the completed portion of the work, duly signed by the bidder, shall have to be submitted alongwith the bid.

- b) The bidder should have a valid trade license on catering services issued by the competent authority.
- c) The bidder should possess and submit valid license as per Food Safety and Standards Act, 2006 (FSSAI).

### **3.2 FINANCIAL CAPACITY:-**

Average annual financial turnover of any of the 3 years during the last 4 years, ending 31<sup>st</sup> March 2021, should be at least Rs. 25,00,000/-. Copy of audited profit and loss account / balance sheet duly signed by a Chartered Accountant or IT return should be produced as a proof thereof.

- 3.3** Tenderer must give a declaration to the effect that they have not been banned or de-listed by any Government or Quasi-Government Agency or PSU. If a tenderer has been banned / de-listed by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid.

## **4. GENERAL INFORMATION FOR THE TENDERER**

### **4.1 INSPECTION OF SITE AND DOCK AREA:**

- (a) Before submitting the tender, the tenderer is advised to carry out inspection of the existing locations of Canteens, Eating house / Refreshment Rooms at HDC, SMP to get fully acquainted with the location, facilities available, mode of operations etc. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.
- (b) The inspection shall be held on a pre decided date, which shall be intimated to the tenderers. Interested tenderers may participate in the site inspection, if they so desire. Cost or expense incurred by the tenderer for inspection of site or any preparatory activities for submission of tender will not be reimbursed by HDC, SMP.

### **4.2 PRE-BID CONFERENCE:**

- (a) A pre-bid conference will be held between 1100 to 1200 hours of 06.01.2022 at Jawahar Tower Conference Room; Haldia Dock Complex (HDC); Haldia Township; Purba Medinipur; PIN – 721607. The pre-bid conference can also be held through video conferencing on the same date and time considering the COVID-19 pandemic, advance intimation for which shall be uploaded in the SMP / E-NIVIDA website.
- (b) The intending Tenderer are advised to formulate their queries relating to all aspects mentioned in this tender document as well as seek other clarifications / details required by them from HDC, SMP and forward the same by email to Sri A. K. Nag, Dy. Manager (P&IR), HDC [[aknag.hdc@kolkataporttrust.gov.in](mailto:aknag.hdc@kolkataporttrust.gov.in)] and Sri K. Das, TO (P&IR), HDC [[kdas.hdc@kolkataporttrust.gov.in](mailto:kdas.hdc@kolkataporttrust.gov.in)] within 1400 hours of 05.01.2022, so that the same may be discussed / clarified in the pre-bid conference.

- (c) During the pre-bid conference, the queries received in advance would be clarified first, followed by those raised during the conference.
- (d) HDC, SMP will furnish its response to all such queries including the description of the queries (without identifying the sources raising such queries) in the official website of SMP / E-NIVIDA including modifications / amendments, if any, to the terms and conditions of the original tender, scope of the work, etc. which the intending tenderer are to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an “Addendum” which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer. The content of the Addendum shall be accepted and submitted by all tenderer along with their techno commercial bids.
- (e) Attending the pre bid conference will be helpful for the intending tenderer, but is not mandatory.
- (f) The intending tenderers are advised to inform HDC, SMP in advance about their intention to attend the pre-bid meeting in writing. A maximum of two representatives of each intending tenderer will be allowed to participate on production of authority letter from the tenderer.

#### **4.3 TENDER/BID DOCUMENT COST/ FEE:**

The intending tenderer should submit the non-refundable tender cost / fee amounting to Rs. 2950 (Two thousand nine hundred fifty only), which includes GST @ 18%, along with their offer by way of Demand Draft / Banker cheque payable to Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected.

Copy of the DD/Banker's Cheque should be uploaded while submitting the bid.

Micro & Small Enterprises (MSEs) registered with NSIC or MSMEs (under single point registration scheme) having valid NSIC Certificate or MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) / Udyog Aadhaar or UDYAM or UDYAM Certificate for the relevant work / activity are exempted from depositing Cost of Tender Document.

Copy of valid relevant Certificate for MSEs or MSMEs has to be submitted along with the bid for seeking exemption from Tender Fee.

#### **4.4 EARNEST MONEY:**

There is no earnest money for the instant license / tender. However, the bidders would have to submit a 'Bid Security Declaration' while submitting the bid in the format at Annexure - III (in a non-judicial stamp paper of ₹ 100/- or more) declaring that if they withdraw or modify their bids during period of validity, etc., they will be suspended for 3 years.

#### **4.5 DUE DATE AND TIME FOR SUBMISSION AND OPENING OF TENDER:**

- i. The **tender** should be **submitted online** through E-NIVIDA (<https://kopt.enivida.in>), not later than **1500 hrs. on 21.01.2022** after which time and date, no offer shall be accepted.

- ii. HDC, SMP may at its sole discretion extend the Submission / Opening due date(s) by issuing a Corrigendum.
- iii. The **Part – I : 'Techno-Commercial Bid'** of the tender shall be **opened electronically** at **1530 Hrs. on 21.01.2022**. Tenderers or their authorized representatives may witness the said electronic opening of Tender.
- iv. The **Part – II : 'Price Bid'** of only those tenderers who are techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

**Note:** If the above mentioned due date and time for submission and opening of the tender becomes a holiday, then the “Tender fee” and “Techno Commercial “ part of the tender will be opened on the next working day.

#### **4.6 SUBSTITUTION OR WITHDRAWAL OF TENDER:**

The Tenderer may substitute or withdraw its tender after submission, but before the due date and time of submission of the tender or any extension thereof. No tender shall be substituted or withdrawn by the tenderer after the due date and time of submission of tender or any extension thereof.

#### **4.7 AMENDMENT OF TENDER DOCUMENT:**

- (i) At any time prior to the due date for submission of tender, HDC, SMP may, for any reason, whether at its own initiative or in response to queries / clarifications raised by the Tenderer(s) during pre-bid conference or otherwise, modify the Tender Document by the issuance of ‘Addendum’ in the website of E-NIVIDA and HDC, SMP.
- (ii) In order to afford prospective Tenderer(s) a reasonable time in which to take an ‘Addendum’ into account, or for any other reason, HDC, SMP may, at its discretion, extend the ‘Due Date of Submission’ through appropriate notification in the website of E-NIVIDA and HDC, SMP.

#### **4.8 VALIDITY OF OFFER:**

The offer submitted shall remain valid for HDC, SMP’s acceptance for a period of 180 days from the actual date of opening of Techno-Commercial Part of the tender.

#### **4.9 EXTENSION OF VALIDITY OF OFFER:**

Prior to expiry of the tender validity period, HDC, SMP may request the Tenderer to extend the validity period for a specified additional period.

### **5. GENERAL INSTRUCTIONS TO THE TENDERER**

#### **5.1 PREPARATION AND SUBMISSION PROCEDURE OF TENDER:**

**5.1.1** Language: The tender and all related correspondences and documents shall be written in English Language. Supporting materials which are not translated in English and duly certified may not be considered.

**5.1.2 Part –I Techno Commercial Bid shall contain the following**

- i. One copy of the ‘Tender Document’ including ‘Addenda’, if any, along with the unfilled page(s) of the ‘Price BOQ’ (suitably scored out) [Annexure-IV] with all the pages duly signed with official seal as a token of confirmation of having received, read and understood the content of all the pages and acceptance of the tenderer thereof.
- ii. Profile of the Tenderer as per format at Annexure -V, duly filled in & signed.
- iii. Covering Letter by the Tenderer as per Annexure -VI, duly filled in & signed.
- iv. The details of past experience to fulfill the eligibility as per clause 3 of the tender document as per Annexure-VII, duly filled in & signed.
- v. Copies of experience certificate issued by the beneficiary of the services, which shall be from amongst the organizations mentioned at Clause 3 of this tender.
- vi. Power of Attorney duly filled in and signed as per Annexure –VIII.
- vii. Bank Guarantee duly filled in and signed as per Annexure –IX.
- viii. Format of Agreement duly filled in and signed as per Annexure – X.
- ix. Self-certified copy of audited profit and loss account / balance sheet duly signed by a Chartered Accountant or IT return should be produced as a proof of average annual financial turnover of at least Rs. 25,00,000/- for any of the 3 years during the last 4 years, ending 31st March 2021.
- x. Self-certified copy of valid trade license issued by the Municipality or other Govt Body for doing business of catering services.
- xi. Self-certified copy of valid license as per Food Safety and Standards Act, 2006 issued by the appropriate authority.
- xii. Self-certified copy of up-to-date Professional Tax Payment Challan. If this is not applicable, the bidder should submit a declaration in this regard with documentary evidence.



- xiii. Self-certified copy of 'Provident Fund Registration Certificate'.
- xiv. Self-certified copy of 'Employees State Insurance (ESI) Registration Certificate'.
- xv. Self-certified copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
- xvi. Self-certified copy of PAN.
- xvii. Self-certified copy of Memorandum of Association / Article of Association, in case the tenderer is a company or Partnership deed (duly attested) in case the tenderer is a partnership firm Or A statement indicating that the tenderer is the Proprietorship firm.
- xviii. Self-certified copy of valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued, if applicable, and
- xix. Self-certified copy of Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned, if applicable.

**NOTE:**

1. The Tenderer shall be bound to produce the original of the documents if demanded by HDC, SMP, at the time of scrutinizing the techno-commercial part of the tender or at any subsequent stage.
2. All the credentials submitted by the bidder should be valid as on the date of submission of the tender.

**5.1.3 PART-II: The 'Price Bid' :**

- a. The licensee will have to prepare / procure food items, as applicable, conforming to the standard menu mentioned at Annexure-I that he will sell to the employees and other persons authorized by HDC, SMP at predetermined rates, which would be arrived at by the instant tendering process.
- b. This being a percentage rate tender, the Bidder shall quote his consolidated percentage as '% above / % below / at par' with the estimated price of all food items taken together put to tender on his own analysis.

However, if the bidder chooses to quote '% below' the estimated rate, the bidder cannot quote any % lower than 10% below the estimated rate, failing which, the bid shall not be considered as valid and shall be rejected.

- c. The percentage rate to be quoted by the bidders should be justified, considering the present market scenario and other factors prevailing at Haldia.
- d. It is to be noted that the 'Price Bid' shall not contain any conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
- e. 'Price Bid' is to be submitted online in the e-NIVIDA portal only (as per format at Annexure-IV) as detailed above. No alternative mode of offer shall be accepted.
- f. The % Rate quoted in the 'Price Bid' shall include all charges involved for fulfillment of the Scope of Work and other obligations of the tender.
- g. The 'Price Bid' of Techno-Commercially qualified bidders will be opened on a scheduled date as mentioned in Schedule of Tender (SOT).
- h. For the purpose of having an idea about the number of authorized canteen users presently using the canteen facilities of HDC the following data are pertinent.

**Average present monthly consumption pattern of meals and tiffin sold from HDC Canteens**

Canteen	Morning Tiffin	Afternoon Tiffin	Day Meal	Evening Tiffin	Night Meal	Night Tiffin
Jawahar Tower	X	646	X	X	X	X
Township	345	X	768	X	X	X
Chiranjibpur	832	79	986	509	39	X
Ore & Coal Berth	648	X	637	274	21	259
G. C. Berth	524	X	524	312	60	284
Lock & Marine	487	X	677	132	98	X

**Number of dishes sold from all HDC Canteens taken together during last 2 Years**

Sl No.	Name of Items	Total
1	Luchi Dish with Vegetable / dal / ghugni	172252
2	Roti Dish with Vegetable	22336
3	Toast with Butter / Jam-Jelly	299832
4	Sweets	115596
5	Tea	206792
6	Biscuits	84265
7	Veg. Meal	257422
8	Fish Curry	39788
9	Egg Curry	35841
10	Chicken Curry	22379

**Number of employees of HDC superannuating from service during the next 3 years.**

Period	No. of employees superannuating during the period
01.01.2022-31.12.2022	164
01.01.2023-31.12.2023	115
01.01.2024-31.12.2024	109

**Note:**

1. The above figures may vary during the period of the license.
2. By submitting the tender, it will be deemed that the tenderer has carefully examined and fully understood the provisions of the tender including Scope of Work, General Instructions to Tenderers, the Special Conditions of the Licensee and Trustees' General Conditions of Licensee, etc.

**6 EVALUATION OF BIDS:**

**6.1 Tests of Responsiveness:** Prior to evaluation of Techno-Commercial Bid of the tender, HDC, SMP will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender:

- (a) Is submitted within the due date including extension period, if any.
- (b) Is accompanied by required Covering Letter.
- (c) Contains all the information as requested in the tender document.
- (d) Contains information in Formats as specified in this tender document.
- (e) Does not show inconsistencies between the offer and the supporting documents.
- (f) It does not contain any condition or qualification.
- (g) Is accompanied by Certificates / documents demonstrating Technical & Financial Capacity as well as the documents mentioned at Clause- 3.1 and 3.2.

Note: (i) In addition to above, HDC, SMP may also get the experience certificates to be submitted by the tenderers confirmed by the respective organizations who have issued such certificates. In case, the organizations concerned do not send the confirmation within the allotted time, it will be deemed that the said certificates are not valid and will not be considered for the evaluation purpose.

**6.2 Evaluation for Techno – Commercial Bid:**

- 6.2.1 The techno commercial qualification of the tenderers whose bids will be found responsive as per clause 6.1 above will be assessed on the basis of Technical and Financial Capacity as stipulated at Clause-3 of this Tender Document(s) and the document to be submitted by the tenderer.

6.2.2 HDC, SMP reserves the right to get the financial capability of the tenderer verified and in case any discrepancy is found, findings, as will be ascertained by HDC, SMP, shall prevail for the purpose of evaluation.

6.2.3 Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of bids.

### 6.3 Evaluation of price bid :

6.3.1 The estimated price per dish / item sold from the eateries are given below:

Sl. No.	Items	General Categorization of Items	Estimated price per dish / item (in ₹)
1	Vegetable Meal (par-boiled rice, dal, both unlimited quantity, vegetable curry- 2 types, both 100 gms. each, chatni / lemon)	Meal	55
2	Egg curry (standard curry of egg, about 55 gms per pc.)	Meal	14
3	Chicken Curry (standard curry of 100 gms dressed chicken)	Meal	32
4	Fish Curry (standard curry of about 70 gms per pc. dressed fish)	Meal	32
5	Milk Tea (Per Cup approx 60 ml.)	Tiffin	6
6	Biscuits (Marie / Thin Arrowroot) 2 Pcs	Tiffin	2
7	Luchi Dish (5 Pcs of standard size with adequate quantity of Cholar Dal / Ghugni / Vegetable)	Tiffin	17
8	Chapati Dish (4 Pcs of standard size with adequate quantity of Vegetable)	Tiffin	21
9	Bread (Toast with Butter - each weighing approx. 50 gms per pc)	Tiffin	8
10	Bread (Toast with Jam / Jelly - each weighing approx. 50 gms per pc)	Tiffin	8
11	Boiled Egg (about 55 gms per pc.)	Tiffin	9
12	Sweets (Rajbhog / Langcha / Pantua approximate weight-35 to 40 gm per pc)	Tiffin	10

Note: The vegetables served as Tiffin (Breakfast / Snacks) & Meals (Lunch / Dinner) shall not be repeated within the same day or the very next day. The eatables shall be served in fresh and warm / cold condition, as applicable for the respective food item.

6.3.2 Evaluation of offers will be made for all the above items / dish consolidated taken together

and not on individual basis / item-wise basis, subject to fulfillment of the tender conditions. The price bid of the tender shall be evaluated on the L1 basis based on the ‘% above / % below / at par’ to be quoted by the bidder against the estimated price of the items consolidatedly in the tender, as mentioned above. However, if the bidder chooses to quote ‘% below’ the estimated rate, the bidder cannot quote any % lower than 10% below the estimated rate, failing which, the bid shall not be considered as valid and shall be discarded.

- 6.3.3 The tenderer whose ‘% above / % below (upto 10% below) / at par’ quoted against the estimated price of the tender will be lowest shall be declared as the L1 bidder, subject to fulfillment of the condition at clause 6.3.2.

#### **6.4 Clarifications:**

To assist in the process of evaluation of Tender, HDC, SMP may, at its sole discretion, ask any tenderer to provide original documents or any additional documents / details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details / documents and / or clarification and the response shall be in writing.

HDC, SMP reserves the right to reject any tender which is non-responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

#### **6.5 Confidentiality:**

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

### **7. Menu and Selling price**

- 7.1 Licensee is at liberty to sell the standard menu prescribed by HDC to the employees and authorized users of HDC at a price lower than that arrived at by evaluation of the bid quoted by the bidder and accepted in the tender.

- 7.2 Since the minimum denomination of Indian currency at present in circulation is ₹ 1/-, the maximum sale rate of each food item arrived at by calculating as per the principle of ‘% above / % below / at par’ quoted against the estimated price of the tender, shall be rounded off to the nearest Rupee value, with 50 paise and above being considered as higher rupee value, and below 50 paise being considered as the lower rupee value.

For example, upon applying the ‘% above / % below / at par’ principle quoted by the successful L1 bidder against the estimated price of the tender, if the value of an item comes to ₹ 5.5, then the maximum sale price for the item shall be ₹ 6/-, while if the value comes to ₹ 5.49 then the maximum sale price for the item shall be ₹ 5/-. This clarification is only applicable for the purpose of arriving at the maximum sale price of each of the mandatory food items.

- 7.3 Licensee is at liberty to sell the standard menu prescribed by HDC simultaneously even to the outsiders. The licensee cannot however, sell the same menu to outsiders at a rate lower than that charged from the employees and authorized users of HDC.

7.4	Licensee is at liberty to sell food, other than the standard menu prescribed by HDC, either packaged by other manufacturers or cooked by the licensee.
7.5	The packaged food cannot be sold to the employees and authorized users of HDC at a price higher than the MRP.
7.6	For the cooked food sold by the licensee, other than the standard menu prescribed by HDC, the price shall be decided by the licensee. However, the price charged to the employees and authorized users of HDC for any food items by the licensee cannot be higher than that charged to the outsiders /other users.
7.7	The agreed selling price of mandatory food items to be sold from the outsourced eateries shall be upwardly revised at the rate of change of CPI-Combined (if the CPI-Combined increases) at the end of every three years from the date of initiation of the license, rounded off to the nearest Rupee value.
<b>8</b>	<b>SPECIAL CONDITIONS OF LICENSE</b>
<b>8.1</b>	<b>Period of License</b>
	5 (FIVE) years from the date of acceptance of Letter of Intent (LoI).
<b>8.2</b>	<b>Acceptance of Letter of Intent (LoI)</b>
	HDC, SMP will issue LoI to the successful tenderer (L1 bidder) for implementation of the work as per the terms and conditions of the tender and at the rates to be determined through the tender. The successful tenderer shall have to communicate acceptance of the LoI within 7 days of the date of receiving of the LoI.
<b>8.3</b>	<b>Agreement</b>
	The successful tenderer shall be required to execute at his own cost and expenses an "Agreement" on a Non-Judicial Stamp paper valued at INR 100.00 or more, signed jointly with HDC, SMP under official seals, within a period of 30 days from issuance of Order / Authorization Letter. Format of the Agreement shall be as per Annexure-X.
<b>8.4</b>	<b>Performance Guarantee</b>
	(a) An amount of Rs. 2,00,000/- (Rupees two lakhs) is the security money which is to be deposited by the L1 successful bidder to HDC, SMP as performance guarantee to meet the eventualities in the event of non-compliance of the terms and conditions of the license.
	(b) The Licensee after acceptance of the Letter of Intent, shall deposit security money or furnish Performance Guarantee in the form of an 'irrevocable – encashable at call' Bank Guarantee on a Non-judicial Stamp paper of at least INR 100/- issued by any Scheduled / Nationalized Bank in India as per format enclosed as Annexure-IX, either of which within 30 days from the date of acceptance of LoI.
	(c) Security Deposit shall have to be deposited by the successful Bidder within 30 days from the date of acceptance of LoI by Demand Draft of any Scheduled Bank of India, or through ECS, drawn in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex

payable at Haldia. The balance security deposit amount shall be refunded to the licensee without interest after making necessary deduction, if any, upon completion of the license period.

- (d) If Bank Guarantee is submitted, then it must remain valid at least for a period till the completion of the license period, with an additional claim period of 6 months thereafter.
- (e) In the event of issuing Bank Guarantee by any branch outside Kolkata / Haldia, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of High Court, Kolkata.
- (f) For non-fulfillment of any licensing obligations by the Licensee, SMP shall be at liberty to forfeit the above Performance Guarantee or raise claim against the said Performance Guarantee and / or enforce the same unilaterally.
- (g) The cost of executing the Bank Guarantee and extension / revalidation of the same, if any, shall have to be borne by the Licensee. Failure in submission of Performance Guarantee, either in the form of security deposit or Bank Guarantee, as stated above may render the license / LoI liable for cancellation. No payment, even if otherwise admissible under the license, shall be released until and unless the Performance Guarantee is deposited by the successful tenderer / licensee.
- (h) However, payment of security deposit or furnishing the bank guarantee does not debar HDC, SMP from raising any financial claim on any issues for fulfilment of the condition of the contract.

## 8.5 Implementation Schedule

The successful tenderer shall have to make the eateries / refreshment rooms (in the canteens and eating house premises) ready for fulfillment of the scope of work and other obligations of the license in all respect to the satisfaction of SMP within 60 days from the date of acceptance of the LoI, failing which, the licensee will be liable for payment of compensation including termination of the license along with forfeiture of Security Deposit / Bank Guarantee as per provision of the license. In the event of the failure of the licensee to operate the eateries / refreshment rooms (in the canteens and eating house premises of HDC) within 120 days from the date of the acceptance of LoI, the license shall be terminated, along with forfeiture of Security Deposit / Bank Guarantee and any other additional claim for damage from the licensee, as per decision of the competent authority HDC, SMP.

## 8.6 Liquidated damage

The successful tenderer will be liable to pay liquidated damage to HDC, SMP for delay on the part of the licensee in implementation of the license / commencement of service beyond 60 days after acceptance of the LOI as follows:

Number of days of delay beyond implementation schedule after 60 days from the date of acceptance of LoI	Compensation to HDC, SMP per day of delay
First 15 days	₹ 2000/- per day*
From 16 <sup>th</sup> to 30 <sup>th</sup> day	₹ 3000/- per day*
From 31 <sup>st</sup> to 45 <sup>th</sup> day	₹ 5000/- per day*

From 46<sup>th</sup> day onwards

₹ 10000/- per day\*

(\* plus applicable GST)

Necessary claim in this regard shall be made by HDC / SMP to the licensee and the licensee shall have to deposit the requisite amount to HDC, SMP within 7 days from the date of receipt of the claim.

## 8.7 Operational Timing

The licensee shall ensure that meals / Tiffin / tea etc as per the standard Menu and other menu of their choice are served to the employees / persons authorized by SMP as per following schedule at the eateries and the refreshment rooms. The licensee earmark reasonable space within the eateries / refreshment premises exclusively for the HDC employees and persons authorized by HDC / SMP. The licensee may also sell and serve food to the persons other than employees / persons authorized by HDC / SMP during this time without creating any inconvenience to the employees / persons authorized by HDC / SMP.

Name of the Canteen / Eating House	Morning Tiffin / Tea Time	Day Meal	Afternoon Tiffin	Evening Tiffin / Tea Time	Night Meal	Night Tiffin & Tea
Jawahar Tower	10.30-10.45	-	13:30 - 14:30	15.30-15.45	-	-
Township	7:30 - 8:30	12:00 - 13:00	-	-	-	-
Chiranjibpur	9:00 – 10:00	12:00 - 13:30	13:30 - 14:30	18:00 – 18:30	21:00 – 22:00	-
G. C. Berth	9:00 – 10:00	12:30 - 13:30	-	18:30 - 19:30	21:00 – 22:00	2:00 - 2:30 (Including at Bulk Yard)
O. C. Berth	7:30 - 8:30	12:00 - 13:30	-	17:30 - 18:30	21.30-22.00	2:00 - 2:30
Lock & Marine	7:30 - 8:30	12:30 - 13:30	13:30 - 14:30	18:00 - 18:30	21:00 - 21:30	-

Note: The licensee is also at liberty to sell food items other than the standard menu prescribed by HDC at any time throughout the day.

The above timings may be changed by HDC during the period of license with prior intimation to the licensee.

## 8.8 Days of operation of the eateries and refreshment room in a week

Canteen	Days of operation in a week
Jawahar Tower	Open in general shift, Monday to Friday, subject to any of these days not being a holiday.
Chiranjibpur	Open in 2 shifts, Morning & Evening shifts, 7 days a week, irrespective of being a holiday or not.



Township	Open in general shift, 7 days a week, irrespective of being a holiday or not.
G. C. Berth	Open in 3 shifts, 7 days a week, irrespective of being a holiday or not.
Ore & Coal Berth	Open in 3 shifts, 7 days a week, irrespective of being a holiday or not.
Lock & Marine	Open in 2 shifts, Morning & Evening shifts, 7 days a week, irrespective of being a holiday, or not. Also remains open on Night shifts, as per operational requirement of the users.

**N.B.:-** The days and time of operation mentioned above may change or additional schedule may also be included during the tenure of the license as per requirement of the trustees, which shall be communicated in advance to the licensee appropriately. The licensee has to arrange for meeting the changed / additional requirement accordingly at his own cost and arrangement.

<b>Eating House / Refreshment room</b>	<b>Days of operation in a week</b>
ATO Office, Bulk Handling Yard	Open in night shifts (between 2 a.m. to 3 a.m.), 7 days a week, irrespective of being a holiday or not.

## **8.9 Use of existing assets of SMP:**

### **8.9.1 To use the premises of the Eateries Buildings and the Refreshment Rooms of HDC, SMP on payment of token rent:**

- A consolidated notional token rent of ₹ 100/- per month, plus applicable GST, shall have to be paid by the licensee for using all the Canteen Buildings and the Refreshment Rooms of HDC, SMP, both for the existing premises and also for the premises proposed to be outsourced in future, if any, during the entire period of license for fulfillment of Scope of Work and other obligations of the license.
- The licensee shall have to make the payment of total token rent of ₹ 3600/-, plus applicable GST, for the entire license period of 3 yrs. at a time, within 60 days from the date of acceptance of the LOI. In the event of further delay in payment of the total token rent beyond 60 days from the date of acceptance of the LOI, the license is liable to be terminated with forfeiture of security deposit / bank guarantee.

### **8.9.2 To use the other assets of the Eateries and Refreshment Rooms of HDC, SMP, free**

**of cost, as given below:**

- a) Existing available furniture, utensils, cutlery, crockery, electrical fittings and fixtures, appliances, including lamps, fans, exhaust fans, refrigerators, etc, required for storing, cooking & serving food, illumination, comfort and convenience, which fulfills the existing requirement. In case the licensee requires additional items, the same shall have to be arranged by him at his cost and arrangements.
- b) Existing available LPG ovens and pipeline, which fulfills the existing requirement. The licensee may use the LPG pipeline or may use stand-alone Industrial LPG cylinder as per convenience. It will be the responsibility of the licensee to obtain permission of the concerned Oil PSU for refilling of Industrial LPG cylinders, etc.

Note: (i) The items / facilities mentioned at clause no. 8.9.2 (a) and (b) above shall be enlisted and provided to the licensee after issuance of the LOI.

(ii) The licensee will be responsible for repairing / replacement of the facilities and items to be provided by SMP as per clause (a) and (b) above at his cost and arrangement.

(iii) Any disruption in canteen functioning arising out of electrical or water supply issue would need immediate attention of the license. HDC shall provide only emergency services to the licensed eateries to tide over the electrical and water supply issues free of cost, if required by the licensee. No routine maintenance and resultant and replacement of equipment / fittings will be done by HDC in this respect. Hence any item, if provided by HDC, for such emergency maintenance, should be replenished by the Licensee to the respective HDC unit within a fortnight, failing which, such costs would be deducted from the security deposit of the contractor, plus overhead @ 19.25%.

(iv) On expiry of the license, the licensee shall hand over these items to SMP in good working condition within one month. Normal wear and tear is permissible. The decision of the HDC Authorities in this regard is final and binding on the Licensee.

(v) The licensee shall undertake to indemnify and keep HDC, SMP indemnified on repairing / replacement and handing over of the relevant items / facilities etc. as detailed in the aforesaid clauses 8.9.2 (a) and (b) and note (i) and (ii) thereunder by executing an Indemnity Bond to that effect in the format at Annexure – XI, on non-judicial stamp paper of ₹ 100/- within 60 days of acceptance of the LOI.

## **8.10 Display of Prices**

The approved price of the eatables should be prominently displayed at the Counter / Notice Board in Eateries / Eating house. A list of mandatory food items to be provided by the licensee is listed at Annexure-I. However, the licensee can include additional items as per demand / consumption, etc.

## **8.11 Escalation of Price**

There will be no revision in the rates quoted by the bidders for the items given at Annexure -I throughout the entire license period, except for the changes which might occur due to

implementation of the clause 7.7 above.

#### **8.12 Non Fulfilment of cleanliness/ hygiene / use of substandard Materials:**

A Monitoring Committee will be nominated by HDC, SMP to inspect the functioning of the eateries and the refreshment rooms with a view to ensure cleanliness, hygiene, use of standard materials for cooking, quality of drinking water and service to the satisfaction of the CMC, disruption in providing the food services from the eateries by the licensee in any form, as per the terms & conditions of the license. In case the CMC finds lacunae / non-compliance on the part of the licensee, the CMC, through the Engineer of the License (EoC) may impose a fine of upto ₹ 5,000/- (plus applicable GST) on each occasion. Suitable claims in this regard shall be raised by HDC, SMP and the licensee shall have to make the payment within 7 days from the date of receiving such bills, failing which the license may be terminated, along with forfeiture of the security deposit / bank guarantee.

#### **8.13 Event Of Default:**

- (a) In case of delay in commencement of work exceeding 60 days from the last date of schedule, as given at Clause 8.6 above.
- (b) If the licensee fails to perform or discharge any of its obligation under the provisions of the license.
- (c) The representation made, or documents / certificates submitted or warranties given by the successful L1 bidder (who subsequently became the licensee) / licensee during the tendering stage or during the currency of the license is / are found to be false or misleading.
- (d) The licensee is adjudicated bankrupt or become insolvent.
- (e) The licensee assigns or transfers the equipment to any third party without permission from HDC / SMP.
- (f) If there is any change in control / ownership of the licensee arising from sale, assignment, transfer without prior permission of HDC / SMP.
- (g) If the licensee through its employees are engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.
- (h) If the licensee fails to operate any of the eateries and /or the Refreshment Rooms / Eating Houses for reasons attributable to it for a continuous period of 7 days during the operation of the license.

#### **8.14 TERMINATION:**

- (a) In the event of occurrence of any event of default as mentioned at Clause 8.13 above, HDC/SMP may proceed for terminating the license by way of giving 90 (ninety) days (termination period) notice within which time the Licensee will be required to peacefully

remove all equipment and items supplied and deployed by them, except those provided by the port free of charges at clause 8.9 under the license from the different eateries and refreshment room / eating house premises. In case of failure on the part of the Licensee to do so, HDC / SMP shall be at liberty to remove such equipment from the concerned premises and to keep the same at any location convenient to HDC / SMP. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Licensee before taking possession of such equipments. Also, in such event, the Licensee shall not be entitled to claim any compensation from HDC / SMP for any damage that may occur during such removal and keeping of the equipment at any location by HDC / SMP.

- (b) During the termination period of 90 (ninety) days as at clause (a) above, the Licensee may be asked by HDC / SMP to continue to discharge its obligations under the license which the licensee would be capable of performing and as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services to the port employees / other users.
- (c) No compensation shall be paid by HDC / SMP to the Licensee in the event of termination of the license.

#### **8.15 AMENDMENT:**

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

#### **8.16 ILLEGALITY:**

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

#### **8.17 DISPUTE RESOLUTION:**

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

#### **8.18 FORCE MAJEURE:**

**8.18.1** Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Licensee like those as set out hereunder or the consequences thereof which may materially and adversely affect the Licensee in due performance of its various obligations under the license.

- (a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent originating from a source other than the equipment / services to be supplied / rendered, installed, operated and maintained by the Licensee).
- (b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Licensee or by the employees of the agents / representatives / sub-licensees engaged by the licensee) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the licensee.
- (c) An act of war, riot etc.
- (d) Industry wide or State wide strikes or industrial actions.
- (e) Any civil commotion, boycott or mass agitation which prevents the licensee in fulfillment of the scope of work and different obligations of the license.

#### **8.18.2 NOTICE OF FORCE MAJEURE EVENT:**

- (a) The Licensee shall give notice to HDC / SMP 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.
- (b) The notice shall inter-alia include full particulars of:
  - (i) The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
  - (ii) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Licensee to perform its obligations under the license,
  - (iii) The measures which the Licensee has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
  - (iv) Any other relevant information.

#### **8.18.3 PERIOD OF FORCE MAJEURE:**

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

- (a) Expiry of the period during which the Licensee is excused from performance of its obligations **OR**,
- (b) Termination of the license.

#### **8.18.4 PERFORMANCE EXCUSED:**

The Licensee to the extent rendered unable to perform its obligations or part thereof under the license as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and

of no longer duration than considered reasonable by HDC, SMP consequent to the Force Majeure Event.

#### **8.18.5 RESUMPTION OF PERFORMANCE:**

During the period of Force Majeure, the Licensee shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the license. The Licensee shall also make efforts to resume performance of its obligations under the license as soon as possible and upon resumption shall notify HDC, SMP of the same in writing.

#### **8.18.6 EXTENSION OF TIME FOR PERFORMANCE OF OBLIGATIONS:**

HDC, SMP may grant extension of time to the Licensee for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the license by HDC, SMP at its sole discretion without any change in the terms, conditions and rates of the ongoing license.

#### **8.18.7 EFFECT OF FORCE MAJEURE EVENT:**

If the period of Force Majeure continues or is in the reasonable judgment of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the license or continue the license on mutually agreed terms.

#### **8.19 PRIORITY OF LICENSE DOCUMENTS:**

The several documents forming the License are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the License (EoC), who shall thereupon issue to the Licensee instructions thereon which will be final and binding on the Licensee. Unless otherwise provided in the License, if the stipulations in the various documents forming a part of the License are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

- (1) Letter of Intent (LoI)
- (2) Special Conditions of License
- (3) Scope of Work and Terms of Payment
- (4) BOQ
- (5) General Instructions to the Tenderer
- (6) General Information for the Tenderer
- (7) General Conditions of License
- (8) Any other document(s) forming part of the License

#### **8.20 EXPIRY OF LICENSE WITH EFFLUX OF TIME:**

- (a) The Licensee shall peacefully remove all equipment and items supplied and deployed by them except those provided by HDC, SMP as per provisions of clause 2.2 of the license

from the premises of the eateries and the refreshment rooms / eating house after expiry of the period of license with efflux of time.

- (b) No compensation shall be paid by HDC / SMP to the Licensee on expiry of the license with efflux of time.

**8.21** Tenderer must give a declaration to the effect that they have not been banned or de-listed by any Government or Quasi-Government Agency or PSU. If a tenderer has been banned/de-listed by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid.

**(To be downloaded, filled up, signed, scanned and uploaded)****SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
HALDIA DOCK COMPLEX****STANDARD MENU TO BE MANDATORILY OFFERED TO THE  
AUTHORIZED USERS OF HDC**

<b>Sl. No.</b>	<b>Food Items</b>	<b>General Categorization of Items</b>
1	Vegetable Meal (par boiled rice, dal (both unlimited), vegetable curry- 2 types (about 100 gm each), chatni / lemon)	Meal
2	Egg curry (standard curry of egg about 55 gms per pc.)	Meal
3	Chicken Curry (standard curry of 100 gms dressed chicken)	Meal
4	Fish Curry (standard curry of dressed fish about 70 gms per pc.)	Meal
5	Milk Tea (Per Cup approx 60 ml.)	Tiffin
6	Biscuits (Marie / Thin Arrowroot) 2 Pcs	Tiffin
7	Luchi Dish (5 Pcs of standard size with adequate quantity of Cholar Dal / Ghugni / Vegetable)	Tiffin
8	Chapati Dish (4 Pcs of standard size with adequate quantity of Vegetable)	Tiffin
9	Bread (Toast with Butter - each weighing approx. 50 gms per pc)	Tiffin
10	Bread (Toast with Jam / Jelly - each weighing approx. 50 gms per pc)	Tiffin
11	Boiled Egg (about 55 gms per pc.)	Tiffin
12	Sweets (Rajbhog / Langcha / Pantua approximate weight-35 - 40 gm per pc)	Tiffin

**Signature of Bidder(s) or Power of Attorney Holder(s).....****Name: .....****Designation: .....****Date: .....****Seal.....**



**(To be downloaded, filled up, signed, scanned and uploaded)****SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
HALDIA DOCK COMPLEX****RECOMMENDED BRAND OF ITEMS**

Sl. No.	Item Description	Brand
(1)	(2)	(3)
1	Atta	Ganesh / Ashirbad / Fortune / Patanjali
2	Flour	Ganesh / J. P. / Fortune / Haldia Agro
3	Table Salt (Iodized)	Tata /Annapurna / Patanjali / Tata I-Shakti
4	Poppy seeds(Posto)	Kohinoor / JK
5	Hand Washing Soap	Life Buoy / Dettol / Savlon / Godrej / Santoor
6	Milk Powder or Liquid Milk	Amulya / Everyday Or Amul / Mother Dairy / Red Cow
7	Soyabean	Nutrela / Ruchi
8	Thin Arrowroot / Marie Biscuits	Britannia / Biskfarm / Sunfeast / Priya
9	Jam / Jelly	Kissan / Sera / Druk / Patanjali
10	Washing Powder	Vim / Odopic / Wheel/ Patanjali
11	Butter	Amul / Britannia
12	CTC Tea	Tata Premium / Agni
13	Refined Cooking Oil (Sunflower / Vegetable / Soyabean / Rice bran )	Sathi / Platinum / Ruchi Gold / Mahakosh / Fortune / Patanjali
14	Mustard Oil	Saloni / Swarnadhara / Emami (Healthy & Tasty) / Fortune / Engine / Patanjali

**Signature of Bidder(s) or Power of Attorney Holder(s).....****Name: .....****Designation: .....****Date: .....****Seal.....**

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

(The declaration shall be required to be executed on a Non-Judicial Stamp paper of Rs.100.00 or more as detailed under Clause-4.4)

**BID SECURITY DECLARATION FORM**

To,  
Sr. Dy. Manager (P&IR)  
Haldia Dock Complex,  
Jawahar Tower Complex,  
P.O. Haldia Township,  
Dist. Purba Medinipur,  
Pin-721607 (W.B.)

Sir,

I / We, the undersigned, declare that:

I / We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I / We accept that I / We may be disqualified from bidding for any contract with you for a period of three years from the date of nonfiction if I am / we are in breach of any obligation under the bid conditions, because I / we

- a) Have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by HDC during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to bidders.

I/ We understand this Bid Security Declaration shall cease to be valid if I am / we are not the successful Bidder upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my / our Bid.

**Signature of Bidder(s) or Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date: .....**

**Seal.....**

**(To be downloaded, filled up, signed, scanned and uploaded)****[BIDDERS NOT TO QUOTE HERE]****SYAMA PRASAD MOOKERJEE PORT, KOLKATA****HALDIA DOCK COMPLEX****(PRICED BILL OF QUANTITIES)**

Sl. No.	Items	General Categorization of Items	Estimated price per dish / item (in ₹)
1	Vegetable Meal (par boiled rice, dal (both unlimited), vegetable curry- 2 types (about 100 gm each, chatni / lemon)	Meal	55
2	Egg curry (standard curry of egg about 55 gms per pc.)	Meal	14
3	Chicken Curry (standard curry of 100 gms dressed chicken)	Meal	32
4	Fish Curry (standard curry of about 70 gms per pc. dressed fish)	Meal	32
5	Milk Tea (Per Cup approx 60 ml.)	Tiffin	6
6	Biscuits (Marie / Thin Arrowroot) 2 Pcs	Tiffin	2
7	Luchi Dish (5 Pcs of standard size with adequate quantity with Cholar Dal / Ghugni / Vegetable)	Tiffin	17
8	Chapati Dish (4 Pcs of standard size with adequate quantity with Vegetable)	Tiffin	21
9	Bread (Toast with Butter - each weighing approx. 50 gms per pc)	Tiffin	8
10	Bread (Toast with Jam / Jelly - each weighing approx. 50 gms per pc)	Tiffin	8
11	Boiled Egg (about 55 gms per pc.)	Tiffin	9
12	Sweets (Rajbhog / Langcha / Pantua approximate weight-35 – 40 gm per pc)	Tiffin	10

Rate Tendered by me / us is \_\_\_\_\_% ABOVE / BELOW / AT PAR with the estimated selling price (consolidatedly applicable for all the above 12 items) (Strike out which are not applicable).

However,

1) If the bidder chooses to quote ‘% below’ the estimated rate, the bidder cannot quote any % lower than 10% below the estimated rate, failing which, the bid shall not be considered as valid and shall be discarded.

Contd.

(2)

2) If the bidder chooses to quote 'AT PAR' the estimated rate, the bidder should not quote any % value in the space provided therein, other than 0%. Even if the bidder quotes any other value in the space provided therein after choosing the 'AT PAR', the % value shall be ignored.

**Signature of Bidder(s) or Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date: .....**

**Seal.....**

P&IR DIVISION, HALDIA DOCK COMPLEX, S.M.P.-K

**(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 :
  - (h) Certificate/ license Number issued by Food Safety and Standards Authority of India :
4. Particulars of the Authorized Signatory of the Tenderer :
  - Name :
  - Designation :
  - Address :
  - Phone Number :
  - Fax No. :
  - E-mail ID :

Contd.....

## 5. Details of the Banker(s) for the Tenderer:

1) Bank A/c No.:	
2) Name of Bank :	
3) Name of Branch:	
4) Branch / IFSC 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 Bidder(s) or Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date: .....**

**Seal.....**

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

**Covering Letter**

To,  
Sr. Dy. Manager (P&IR)  
Haldia Dock Complex,  
Jawahar Tower Complex,  
P.O. Haldia Township,  
Dist. Purba Medinipur,  
**Pin-721607 (W.B.)**

Dear Sir,

1. I / We, \_\_\_\_\_ (Name of tenderer) having examined the Tender Document including any Addendum/corrigendum thereof and understood its contents, hereby submit the Tender for operating eateries / eating houses / refreshment rooms within the premises of Haldia Dock Complex, SMP.
2. I / We shall make available to HDC, SMP, (hereinafter referred to as SMP) any additional information it may find necessary or require to supplement or authenticate the Tender.
3. I / We acknowledge the right to SMP to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I / We certify that I/We **have not been** debarred / banned or de-listed by any Central / State Government or Quasi-Government Agency or PSU or any entity controlled by them or any other legal authority for participating in any tender / agreement of whatever kind,

**OR**

I / We certify that I/We **have been** debarred / banned / de-listed by any Central / State Government or Quasi-Government Agency or PSU or any entity controlled by them or any other legal authority for participating in any tender / agreement of whatever kind. Detailed status about the same along with the relevant documents is enclosed together with the Techno-Commercial Bid.

5. I / We have carefully read and understood the terms and conditions and specifications of the items and other details set out in the tender document. I/We confirm that all laid down terms and conditions have been accepted by me/us and I/We agree that I/We shall be bound by the said terms and conditions.
6. I / We declare that we have examined and have no reservations to the Tender Document issued by SMP thereon.
7. I / We have submitted copies of the required documents/certificates as mentioned in the tender document.

Contd....

(2)

8. I / We have deposited requisite 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].

9. 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.
10. I / We certify that the bidder fulfills the eligibility criteria as prescribed in the tender document in both technical and financial capacity.
11. We understand that SMP 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.
12. \_\_\_\_\_ (Name of Tenderer) hereby undertakes that we will abide by the decision of SMP in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP in this regard.

Thanking you,

Yours faithfully,

**Signature of Bidder(s) or Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date: .....**

**Seal.....**



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

**DETAILS OF PAST EXPERIENCE OF THE BIDDER**

Sl. No.	Work order no.	Value of work order (in ₹)	Beneficiary who has placed the order	Date of commencement of the work	Date of completion of the work	Amount received for execution of the work during last 3 years ending 31.12.2021	Reference no. and date of work execution certificate

N.B.: - Copies of each of the above mentioned work orders and work execution certificates for such work orders must be submitted along with the above.

**Signature of Bidder(s) or Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date: .....**

**Seal.....**

**(To be 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 HDC, SMP 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 \_\_\_\_\_)

For \_\_\_\_\_(Name of the Tenderer)

\_\_\_\_\_  
( Signature with Office Seal )

Date :-

**Name :-**

Place:

**Designation :-**

**Address :-**

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

**Draft Pro-forma 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 Scheduled / Nationalized Bank of India on Non-Judicial Stamp Paper worth atleast Rs. 100/- or as decided by the Engineer of contract / Legal Adviser of the Trustees.**

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

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 Trusts Act, 1963 (Act 38 of 1963), having agreed to  
exempt Shri / Smt. / Messrs. ...., a  
Proprietary / Partnership / Limited / Registered Company, having its  
Registered Office at  
..... (hereinafter  
referred to as “The Licensee”) from cash payment of Security Deposit / payment of Security  
Deposit through deduction from the Licensees’ bills under the terms and conditions of a  
license made between the Trustees and the Licensee  
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 license”), for the due  
fulfilment by the Licensee of all the terms and conditions contained in the said license, on  
submission of a Bank Guarantee for Rs. .... (Rupees  
.....),  
..... we,  
..... Branch, Kolkata  
..... / Haldia, do, on the advice of the  
Licensee, 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 .....

Contd..

/ 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 "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex", without any demur. Even if there be any dispute between the Licensee and the Trustees, this would be no ground for us, ..... (Name of the bank), .....Branch, .....Kolkata ..... / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ..... Branch, 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 Licensee.

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 Kolkata this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Licensee and no protest by the Licensee, 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 license by the Licensee 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 license 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 license have been fully and properly observed/ fulfilled by the Licensee and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of ..... day of ..... 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 Licensee for such extension of validity of this Bank Guarantee.

Contd..

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 license to extend the time for full performance of the said license including fulfilling all  
 obligations under the said license or to extend the time for full performance of the said  
 license including fulfilling all obligations under the said license by the Licensee or to postpone  
 for any time or from time to time any of the powers exercisable by the Trustees against the  
 Licensee and to forebear or enforce any of terms and conditions relating to the said license and  
 We, ..... Branch,  
 Kolkata ..... / Haldia, shall not be relieved from our  
 liability by reason of any such variation or extension being granted to the Licensee or for any  
 fore-bearance, act or commission on the part of the Trustees or any indulgence by the  
 Trustees to the Licensee 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)

**(Format to be downloaded, signed with seal, scanned and uploaded)**

(The Agreement shall be required to be executed on a Non-Judicial Stamp paper of Rs.100.00 or more as detailed under Clause-8.3)

**FORMAT OF AGREEMENT**

**THE BOARD OF TRUSTEES FOR THE SMP, KOLKATA**

THIS AGREEMENT made this ..... day of ..... between the Board of Trustees for the SMP. Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ..... (hereinafter called “the Licensee, 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 Licensee 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 License, 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 License / Contract.
  - d) Special Conditions of License (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 license 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 Licensee as hereinafter mentioned, the licensee hereby covenant with the Trustees to execute, complete and maintain the work in conformity in all respects with the provisions of License.
4. The Trustees hereby covenants to pay to the licensee in consideration of such execution construction, completion and maintenance of the works the License Prices at the times and in the manner prescribed by the licensee.

Contd....

(2)

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

(Format to be downloaded, signed with seal, scanned and uploaded)

## **INDEMNITY BOND**

[To be submitted on Non-judicial Stamp Paper of worth not less than INR .100.00, **duly notarised**]

Reference Order No.: ...../...../...../... dated ..... for granting of license for setting up, operation and maintenance of eateries at the existing premises of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata

**Sr. Dy. Manager (P&IR)**  
**Haldia Dock Complex**

This deed of **Indemnity Bond** made on ..... (hereinafter called “the **Licensee**”).

**Whereas** the Sr. Dy. Manager (P&IR), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata, Dist.: Purba Medinipur, West Bengal has placed an order, bearing no. .... dated ..... for granting of license for setting up, operation and maintenance of eateries at the premises of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata as per the terms & conditions mentioned in the said order, and which have been mutually agreed upon by the parties hereto,

AND

Whereas in consideration of the said contract, the Licensee has agreed to execute an Indemnity Bond for using the assets of the Canteens and Refreshment Rooms of HDC, SMP, free of cost, as given below:

- a) Existing available furniture, utensils, cutlery, crockery, electrical fittings and fixtures, appliances, including lamps, fans, exhaust fans, refrigerators, etc, required for storing, cooking & serving food, illumination, comfort and convenience, which fulfills the existing requirement. In case the licensee requires additional items, the same shall have to be arranged by him at his cost and arrangements.
- b) Existing available LPG ovens and pipeline, which fulfills the existing requirement. The licensee may use the LPG pipeline or may use stand-alone Industrial LPG cylinder as per convenience.

N.B. It will be the responsibility of the licensee to obtain permission of the concerned Oil PSU for refilling of Industrial LPG cylinders, etc.

Contd...



(2)

(A) Any disruption in canteen functioning arising out of electrical or water supply issue would need immediate attention of the licensee. HDC shall provide only emergency services to the licensed eateries to tide over the electrical and water supply issues free of cost, if required by the licensee. No routine maintenance and resultant replacement of equipment / fittings will be done by HDC in this respect. Hence any item, if provided by HDC, for such emergency maintenance, should be replenished by the Licensee to the respective HDC unit within a fortnight, failing which, such costs would be deducted from the security deposit of the contractor, plus overhead @ 19.25%.

It is hereby agreed that the Licensee shall be liable and responsible for repairing / replacement of the facilities and items to be provided by HDC, SMP as per clause (a) and (b) above at his cost and arrangement and on expiry of the license, the licensee shall hand over these items to HDC, SMP in good working condition within one month. Normal wear and tear is permissible.

It is hereby also agreed that the Licensee shall be liable and responsible to obey the provisions of the Clause A above.

In performance & provision of contract in respect of which this **Indemnity Bond** is executed, the Licensee having undertaken to take necessary action in compliance with the terms of the contract.

This bond and the trust hereby created shall remain valid and binding on the Licensee till such time as the above said order has been fully and finally executed as per the terms of the contract.

For and on behalf of (name of the Licensee), under the common seal.

(Signature of the authorised person on behalf of the Licensee)

Name :

Designation

**WITNESS**

( Signature )

Name :

Designation

Signed in my presence and identified by me

**GENERAL CONDITIONS OF CONTRACT**

‘General Conditions of Contract, Forms and Agreements’ as sanctioned by the Board of Trustees of SMP, Kolkata for the Port of Syama Prasad Mookerjee is hosted at [www.smportkolkata.shipping.gov.in](http://www.smportkolkata.shipping.gov.in).

( <https://smportkolkata.shipping.gov.in/showfile.php?layout=1&lang=1&lid=2531> ). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Annexures, the terms contained in the main tender document (other than Annexures) including the ‘General Conditions of Contract, Forms and Agreements’ shall prevail.