

Tender for Maintenance contract for Inspection, Servicing/Maintenance, Hydro-testing, Re-filling and Painting of fire extinguishers at HDC,SMPK.

Tender No. Admn/0019/X/T/Maintenance/22-26

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



DEPARTMENT OF MANAGEMENT & SERVICES

TENDER No. : Admn/0019/X/T/Maintenance/22-26

TENDER DOCUMENT FOR

**MAINTENANCE CONTRACT FOR INSPECTION, SERVICING /
MAINTENANCE, HYDRO-TESTING, REFILLING AND PAINTING OF FIRE
EXTINGUISHERS AT HALDIA DOCK COMPLEX, SYAMA PRASAD
MOOKERJEE PORT, KOLKATA FOR A PERIOD OF 5 YEARS.**

AUGUST-2022

ENGINEER OF THE CONTRACT:

**GENERAL MANAGER (M&S), HALDIA DOCK COMPLEX,
SYAMA PRASAD MOOKERJEE PORT, KOLKATA.**

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DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK) 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, SMPK 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, SMPK 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, SMPK, 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, SMPK 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, SMPK accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

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

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

Tender for Maintenance contract for Inspection, Servicing/Maintenance, Hydro-testing, Re-filling and Painting of fire extinguishers at HDC, SMPK.

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX

Office of the Administration Division, Jawahar Tower Annexe,
P.O.: - Haldia Township, Dist.: Purba Midnapore,
PIN : 721607, West Bengal.

Ph. No. 03224 -263171, 265490, 265211

E-mail id: pkdas.hdc@kolkataporttrust.gov.in; cchatterjee.hdc@kolkataporttrust.gov.in
& kkroy.hdc@kolkataporttrust.gov.in

NOTICE INVITING TENDER (NIT)

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from experienced, bonafide and reliable organization, entity, companies for Maintenance contract of different types and capacities of fire extinguishers at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.

The Tender Document may be downloaded from Rail Tel Portal <https://kopt.enivida.in> and www.smporkolkata.shipping.gov.in. However, corrigendum / addendum / clarifications, if any, shall be hoisted on Rail Tel Portal <https://kopt.enivida.in> and www.smporkolkata.shipping.gov.in

Further, intending bidders shall submit their bid electronically only through Rail Tel Portal <https://kopt.enivida.in>. Bidders are requested to visit the websites frequently.

General Manager (M&S), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata with office address "Jawahar Tower, Haldia Township, Purba Medinipur, West Bengal, India, PIN – 721607" shall be the 'Engineer of the Contract'.

SCHEDULE OF TENDER (SOT):

a.	Name of the Work	Tender for contract for Inspection, Servicing/ Maintenance, Hydro-testing, Refilling and Painting of different types and capacities of fire extinguishers at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata
b.	Tender No.	Admn/0019/X/T/Maintenance/22-26
c.	Mode of Tender.	e-tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through Rail Tel Portal https://kopt.enivida.in . The intending bidders are required to submit their offer Electronically only through Rail Tel Portal. No physical tender shall be accepted by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
d.	Date of NIT available to parties to download	12.08.2022
e.	Offline Pre-Bid Conference date & Time.	23.08.2022 at 1100 hrs.
f.	RailTel Tender Processing Fee & Registration Charges (Non refundable)	a) Mode of Payment: - E-payment only through Debit / Credit Card or Net Banking. b) Tender Processing Fee Rs. 8,850.00 (Rupees eight thousand eight hundred fifty only) including GST. c) Registration Charges: Rs 2,000/- + Applicable GST per Year. Note: 1. The bidders, who are not yet to be registered with RailTel, are advised to get themselves registered with

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		<p>RailTel, at least 72 (seventy-two) hours prior to bid submission.</p> <p>2. Bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with RailTel's e-Nivida Portal [https://kopt.enivida.in] (i.e. Service Provider).</p>
g.	Estimated cost	Rs. 1,46,27,850/- [Rupees one crore forty six lakh twenty seven thousand and eight hundred fifty only] excluding GST.
h.	Estimated cost for deciding the Pre-Qualification Criteria.	Rs. 29,25,570/- (Rupees twenty nine lakh twenty five thousand and five hundred seventy only) excluding GST.
i.	Earnest Money Deposit	<p>Mode of payment: e-payment only through Debit Card/Credit Card or Net Banking/e-wallet/UPI.</p> <p>The intending Bidders should submit Rs. 2,92,557/- (Rupees two lakh ninety two thousand five hundred and fifty seven only) as Earnest Money to Haldia Dock Complex.</p> <p>Bidders has to select the payment option as "e-payment" to pay the Earnest Money as applicable and enter details of the instrument.</p>
j.	Tender/Bid Document Cost	<p>Mode of payment: e-payment only through Debit Card/Credit Card or Net Banking/e-wallet/UPI.</p> <p>The intending bidders should submit Bid Document Fee of INR 1770/- (Rupees one thousand seven hundred seventy only) (including GST @18%) (non-refundable), to Haldia Dock Complex.</p> <p>Bidders has to select the payment option as "e-payment" to pay the Tender/Bid Document cost as applicable and enter details of the instrument.</p>
k.	Last date and time of submission of EMD & Bid Document Fee.	02.09.2022 upto 1500 hrs.
l.	Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid.	02.09.2022 at 15:00 hrs.
m.	<p>Date & time of opening of Part-I (i.e. Techno Commercial Bid).</p> <p>Date of opening of Part- II i.e. Price Bid shall be informed separately.</p>	02.09.2022 at 15:30 hrs.
n.	Validity of Tender.	120 days from the date of opening of Techno Commercial Offer.
o.	Period of Contract.	5 (five) years.
p.	Correspondences.	<p>General Manager (M&S), Haldia Dock Complex, Jawahar Tower Annexe, Haldia Township, Dist. Purba Medinipur, PIN-721607 E Mail ID: gm-ms.hdc@kolkataporttrust.gov.in</p>

ANNEXURE –I

IMPORTANT INSTRUCTIONS TO THE BIDDER FOR E-TENDER

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender document before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of Price Bid.

1	Contact persons (Haldia Dock Complex):		
	1. Name: Sri P.K. Das Designation: General Manager (M&S) Phone No. 03224 -263171 Mobile No.: 9434058419 e-mail : pkdas.hdc@kolkataporttrust.gov.in	2. Name : Sri C. Chatterjee, Designation: Sr. Dy. Manager (Admn) Phone No. :03224 - 265490 Mobile No.: 94340 83699 e-mail : cchatterjee.hdc@kolkataporttrust.gov.in	3. Name : Sri K. K. Ray Designation: Sr. F&SO (Admn) Phone No. :03224 - 265211 Mobile No.: 94340 65452 e-mail : kkroy.hdc@kolkataporttrust.gov.in
	Contact persons (Railtel Portal): 1. Mr. Tariq Anowar Mob: 9355030608 Email: eprochelpdesk.35@gmail.com	2. Help Desk Number : 011-49606060 (Helpdesk tab of Railtel Portal)	
	System Requirement: i) Windows 7 or above Operating System ii) Firefox (version below 50) / Internet Explorer (version 8 or above) browser. iii) Signing type digital signature iv) Java 8 with update 151 or 161. Further, bidders are requested to go through the following information and instructions available on the e Nivida Portal i.e. https://kopt.enivida.in before responding to this e- tender. <ul style="list-style-type: none">• Bidders Manual Kit.• Help for Contractors.• FAQ.		
2.	(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. (B) Part II Price Bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC, SMP, Kolkata. Such bidder(s) will be intimated date of opening of Part II i.e. Price Bid through E-Mail.		
3.	In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.		
4.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.		
5.	All correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email Id provided is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).		
6.	E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.		

7.	Bidding in e-tender:	
	a.	In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Contractor.
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	HDC, SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
	g.	Submission of bid in the e-tender by any Tenderer confirms his acceptance of terms& conditions for the tender.
	h.	Unit of Measure (UOM) is indicated in the e-tender. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender /tender document.
8.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.	
9.	No deviation to the technical and commercial terms & conditions are allowed.	
10.	After submitting online bid, the Tenderer cannot access the tender, once it has been submitted with digital signature.	
11.	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.	
12.	The bid will be evaluated based on the filled-in technical & commercial formats.	
13.	The bidders must read and understand General Instructions to Bidders, the Commercial Terms and Conditions of the Contract, HDC, SMPK's General Conditions of Contract, Scope of Work, Compensation, Period of Contract, etc. and all other related documents and clauses in connection with this tender. A declaration in this regard is to be made by the bidder (Ref. Appendix-I).	
14.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, punitive action including suspension and banning of business can also be taken against defaulting bidders.	

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16.	Cost of Tender Document/EMD shall be exempted for Micro & Small Enterprises, who shall submit the following documents : (i) Valid NSIC Registration Certificate with list of stores / items / services /works for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.
17.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document/EMD as per NIT. Otherwise their offer for those items will not be considered.
18.	Due date of submission of tender will not be extended under any situation.
19.	Filled up Bid Responsive Check List as per Appendix-VII shall have to be uploaded by the Bidder. Bid will become liable for rejection if any of the documents(s) mentioned in Bid Responsive Check List is/are not submitted by the Bidder.

Special Instruction to Bidders for eNivida

E-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e <https://smporkolkata.shipping.gov.in/index.php> under “Related Links” Tab.

This portal is for submission of online Bids. Bidder Enrollment can be done clicking “**Bidder Enrollment**” link. The guidelines given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://kopt.enivida.in>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link “**Bidder Enrolment**” available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/- + applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy to our help desk mail id **enividahelpdesk@gmail.com** for activation of account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay

the Tender fee and Processing Fee (Not Refundable) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMPK.
3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by

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the bidders, opening of bids etc. The bidders should follow this time during bid submission

5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
7. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using e-Nivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to E-tendering.

Phone No. 011-49606060/7278929467/8448288981

Mail id: - enividahelpdesk@gmail.com

ANNEXURE-II

1. Scope of Work [in line with BIS : 2190:2010]:

1.1 Routine Checking and Quarterly Maintenance (i.e. once in 3 months):

A. Fire Extinguisher, Water type gas cartridge (IS-15683)

- a) Open the extinguisher, see the water level and throw away the water charge.
- b) Examine the extinguisher body internally and externally for corrosion and damaged conditions with illuminating probe. Damaged and corroded extinguishers should be removed from service. Corroded gas cartridge should also be replaced.
- c) Examine the gas cartridge for mass. If there is loss of more than 10 percent of original mass, the cartridge should be sent for re-charging after being replaced by a charged one. For re-charging, procedure given in 12.4 of IS 2190:2010 should be followed.
- d) Examine nozzle, strainer, vent holes, internal discharge tube and sealing washer; replace them if not in good conditions. Otherwise clean them thoroughly.
- e) Check the operating mechanism for free movement and piercing mechanism if working properly.
- f) Refill the fire extinguisher with clean water.

B. Fire Extinguisher, Foam type Mechanical gas cartridge (IS-16018, IS-15683)

- a) Open the extinguisher, check the liquid level. Pour liquid in separate clean receptacle to see if there is any sediment at the bottom of the cylinder. Reject the charge if there is sufficient sludge formation.
- b) Examine the extinguisher externally and internally for any corrosion or damage. Damaged and corroded extinguisher should be removed from service. Corroded gas cartridge should also be replaced.
- c) Examine the gas cartridge of mass. If there is loss of more than 10 percent of original mass, replace it with fully charged one.
- d) Examine the foam generating nozzle, strainer, vent holes, internal discharge tube ceiling washer, etc. Replace them, if not in good conditions. Otherwise clean them thoroughly.
- e) Check the operating mechanism for free movement and piercing mechanism for proper working.
- f) Clean the hose assembly and check it for any dust/sediment at either shank ends.

C. Fire Extinguisher, Dry Powder type Gas cartridge (IS-2171, IS-16018 and IS-15683)

All dry powder extinguishers should be inspected and maintained in accordance with the following. The dry powder extinguisher should be opened in a dry room and for a minimum possible time to avoid effect to atmospheric moisture on powder.

- a) Dry powder extinguisher, where discharge control is fitted on the nozzle, should be operated before opening the extinguisher to ensure that there is no pressure in the extinguisher.
- b) Weigh the extinguisher to check the correct mass of powder filled in it which should be marked on the body of extinguisher and record book when it was first put into service.
- c) Open the extinguisher and remove gas cartridge and see that sealing disc is intact. Weigh and compare its mass with full mass of cartridge marked on it. In case, loss of mass is more than 10 percent, it should be replaced by new cartridge.
- d) Check the operating mechanism, discharge control for fire movement and closing. Examine nozzle, hose, vent holes, piercing mechanism of carp cartridge holder, grease and wipe clean.
- e) Remove the inner shell (if any) and clean port holes.
- f) Empty the dry powder in a dry container and examine for caking, lumps and foreign matter, in which case replace it with new dry powder charge.
- g) Examine the extinguisher body internally for any damage or corrosion and replace corroded or damaged extinguisher.
- h) Clean the extinguisher using dry air.
- i) Return the original charge to the extinguisher and fit the cartridge and other fittings.
- j) In case of higher capacity dry powder fire extinguisher as per IS- 10658, remove the carbon dioxide cylinder and check the weight marked on the cylinder to ensure that the size conforms to that stipulated in the specification. On weighing, if the loss of mass is more than 10 percent it should be sent for recharging. Also examine the wheel carriage and discharge hose assembly with control nozzle for free flow and test it with dry air.

D. Fire extinguisher, Carbon dioxide type (IS-2878, IS-15683 and IS – 16018)

- a) Examine extinguisher body externally. Damaged or corroded extinguisher should be replaced.
- b) Weigh the extinguisher, compare mass against the mass marked on it for fully charged extinguisher. It should be sent for refilling if the loss is more than 10 percent of mass. Clean and polish externally.
- c) Examine hose, horn and assembly and clean. In case of trolley mounted extinguisher, examine the wheel carriage for free movement.

E. Fire Extinguisher, Clean Agent gas type (IS-15683)

- a) Examine extinguisher body externally. Damaged or corroded extinguisher should be replaced.
- b) Check the pressure gauge to see that extinguisher is pressured correctly. Extinguisher showing loss in pressure should be sent for pressurisation.

- c) Weigh the extinguisher to check its contents of the extinguishing media and compare it with mass recorded on the cylinder. In case of loss of more than 10 percent, the extinguisher should be sent for recharging.

1.2 Refilling Schedule for Fire Extinguisher and Schedule for Operational Test on Fire Extinguishers:

Sl. No.	Type of extinguisher	Capacity	Periodicity of Refilling & Operational Testing
1	Water type gas cartridge (IS-15683)	9 ltr.	Once in every year.
2	Foam type mechanical gas cartridge (IS-15683)	9 ltr.	Once in every year.
3	Foam type mechanical gas cartridge (IS-16018).	45 ltr.	Once in every year.
4	Carbon dioxide type (IS-15683) (portable and Trolley mounted).	2 kgs.	On reduction of net contain of gas by more than 10%.
5	Carbon dioxide type (IS-15683) (portable and Trolley mounted).	4.5 kgs.	On reduction of net contain of gas by more than 10%.
6	Carbon dioxide type (IS-16018) (portable and Trolley mounted).	6.5 kgs.	On reduction of net contain of gas by more than 10%.
7	Carbon dioxide type (IS-2878) (portable and Trolley mounted).	22.5 kgs.	On reduction of net contain of gas by more than 10%.
8	Dry Chemical Powder fire extinguisher (IS-15683)	4 kgs.	Once in every 2 ½ years
9	Dry Chemical Powder fire extinguisher (IS-15683)	9 kgs.	Once in every 2 ½ years
10	Dry Chemical Powder fire extinguisher (IS-2171)	5 kgs.	Once in every 2 ½ years
11	Dry Chemical Powder fire extinguisher (IS-2171)	10 kgs.	Once in every 2 ½ years
12	Dry Chemical Powder fire extinguisher (IS-16018)	75 kgs.	Once in every 2 ½ years.
13	Clean Agent fire extinguishers (IS-15683)	1 kg.	On reduction of net contain of gas by more than 10%.
14	Clean Agent fire extinguishers (IS-15683)	2 kgs.	On reduction of net contain of gas by more than 10%.

Note: The Refilling schedule for Fire Extinguisher and schedule for Operational Test on Fire Extinguishers should be calculated keeping parity with the last refilling date available in the record.

1.3 Schedule of Hydraulic Pressure Testing and Painting of Fire Extinguishers:

a) Every extinguisher installed in premises shall be hydraulically pressure tested as per the schedule given below. There shall not be any leakage or visible distortion. Extinguisher which fails in this requirement shall be replaced.

b) The Carbon dioxide type and Clean Agent type fire extinguishers shall be pressure tested every time when the cylinders are sent for recharging (after periodic discharge test or otherwise) to the pressure specified in the relevant Indian Standard specifications.

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- c) After hydro testing, each Fire Extinguisher is to be painted with fire red paint after putting primer in it.

Sl. No.	Type of Extinguisher	Capacity	Test interval year	Test Pressure kg/cm ²	Pressure maintained for min.
1	Water type (gas cartridge) (IS 15683)	9 ltrs.	3	35	2.5
2	Mechanical foam type (gas cartridge) (IS-15683)	9 ltrs.	3	35	2.5
3	Mechanical foam type (gas cartridge) (IS-16018)	45 ltrs.	3	35	2.5
4	Carbon dioxide (IS-15683) (portable and Trolley mounted).	2 kgs.	5	250	2.5
5	Carbon dioxide (IS-15683) (portable and Trolley mounted).	4.5 kgs.	5	250	2.5
6	Carbon dioxide (IS-16018) (portable and Trolley mounted).	6.5 kgs.	5	250	2.5
7	Carbon dioxide (IS-2878) (portable and Trolley mounted).	22.5 kgs	5	250	2.5
8	Clean Agent (HFC 227 ea) (IS- 15683)	1 kg.	3	35	2.5
9	Clean Agent (HFC 227 ea) (IS- 15683)	2 kgs.	3	35	2.5
10	Dry Chemical Powder (gas cartridge) (IS 15683)	4 kgs.	3	35	2.5
11	Dry Chemical Powder (gas cartridge) (IS 2171)	5 kgs.	3	35	2.5
12	Dry Chemical Powder (gas cartridge) (IS 15683)	9 kgs.	3	35	2.5
13	Dry Chemical Powder (gas cartridge) (IS 2171)	10 kgs.	3	35	2.5
14	Dry Chemical Powder (gas cartridge) (IS 16018)	75 kgs.	3	35	2.5

Note: The Hydro testing schedule for Fire Extinguisher should be calculated keeping parity with the last Hydro testing date available in the record.

2. Other Obligations to the Contractor:

- 2.1 The Contractor shall maintain, service, refill and paint water type (CO₂ cartridge type), DCP, Foam, CO₂ and Clean agent type Fire Extinguishers as per provisions of IS: 2190:2010 or its latest amendment with supply and delivery of consumables like raw materials (Foam chemicals, dry powder, CO₂ cartridge, etc.), lubricating/cleaning oil, cotton waste, Guernsey / ganji cloth, primer, paint, welding electrode, gas, all items like PVC discharge pipe, washer, rubber items, rubber wheels, springs and manufacturer's recommended spare parts, etc.
- 2.2 The fire extinguishers from different sites of dock, residential areas, schools, hospital, etc. under Haldia Dock Complex may be brought to HDC's Fire Station for carrying out maintenance activities.
- 2.3 The Contractor shall arrange to and fro transport arrangement for carrying out all sort of maintenance /servicing /refilling /hydro-testing /painting etc. of fire extinguishers.

- 2.4 The Contractor shall ensure cleaning of area, removal of scrap during job execution or after job completion as per the direction of the Engineer of Contract (EoC).
- 2.5 The Contractor shall arrange calibrated and portable weighing machine, necessary tools and tackles and manpower for testing and inspection of the fire extinguishers.
- 2.6 The Contractor shall execute maintenance job of fire extinguishers in normal hours/extended hours. Refilling of fire extinguishers, if required shall also have to be done during odd hours including Sundays & Holidays.
- 2.7 The quantity of fire extinguishers of different type and capacity, given in the contract, may increase or decrease as per site requirement for which no compensation shall be entertained.
- 2.8 The Contractor shall strictly follow the statutory Rules and Regulations regarding safety at HDC.
- 2.9 The Contractor shall ensure the operability, cleanliness, posting and availability of fire extinguishers at demarcated locations throughout his contract period.
- 2.10 The Contractor shall provide a qualified and trained Supervisor and workmen as per technical qualification and experience given at Clause no 9.
- 2.11 The Supervisor and the workmen shall be categorized as highly skilled labour and skilled labour respectively and the Contractor should ensure their minimum wages as per prevailing rates at Haldia. The present rates of minimum wages applicable at Haldia is given at Appendix XV
- 2.12 The Supervisor shall ensure the following:
 - a) Report to Engineer of Contract (EoC) or his authorised representative along with two (02) workmen on all working days by 08:30 hrs.
 - b) Submit Daily Progress Report of the allotted jobs to EoC or his authorised representative and maintain History Card of each fire extinguisher.
 - c) Shall ensure that no extinguisher is overdue for servicing / maintenance / refilling / hydro-testing /painting, etc.
 - d) Shall ensure that the date of checking is marked on the extinguisher's body in neat and legible handwriting with indelible ink/paint.
 - e) Shall ensure posting of spare filled fire extinguisher at the respective location(s) prior to bringing extinguishers that are due for servicing / maintenance / refilling / hydro-testing /painting, etc.
 - f) Shall ensure that "refills" to be replaced shall be ISI marked.
- 2.13 The Contractor shall provide two sets of khaki uniform or full sleeve boiler suit/dungri of Khaki colour to each worker, engaged by him for maintenance job. The boiler suit / dungri should have written "Maintenance Staff" with Contractor's logo.
- 2.14 The Contractor shall be capable for mobilizing men and materials immediately as per job requirement.

- 2.15 After satisfactory maintenance, "checked on" and date of maintenance to be written on the body of each extinguisher with indelible white ink/paint.
- 2.16 The Contractor shall ensure that the workers engaged by him for maintenance of fire extinguishers shall wear necessary Personal Protective Equipment (PPE) while working at site and also ensure that safety training is imparted to them.
- 2.17 Inspection may be carried out, at the discretion of HDC, while carrying out of hydro-testing of CO₂ and Clean Agent Fire extinguishers at Manufacturer's/Contractor's premises. In that case, the Contractor shall make such arrangement with intimation to HDC at least 7 days in advance.

3. **Obligation of HDC, SMPK.**

HDC, SMPK will provide at free of cost

- a) Water.
- b) Space for carrying out maintenance in Fire Stations of all type of extinguishers.
- c) HDC, SMPK will engage the Contractor through tender where the tenderer will quote rates for inspection, checking, re-filling, hydro-testing and painting etc. per extinguisher basis for the following list of fire extinguishers and as given at Appendices-XII/1, 2 & 3 (the number of extinguishers may increase or decrease as stated at Clause No. 2.7 under other obligations of the Contractor):-

Sl. No.	Type of Extinguisher	Capacity	Quantity (in nos.)
1	Water type (gas cartridge) (IS 15683)	9 ltrs.	247
2	Mechanical foam type (gas cartridge) (IS-15683)	9 ltrs.	236
3	Mechanical foam type (gas cartridge) (IS- 16018)	45 ltrs.	20
4	Carbon dioxide (IS-15683) (portable and Trolley mounted).	2 kgs.	209
5	Carbon dioxide (IS-15683) (portable and Trolley mounted).	4.5 kgs.	109
6	Carbon dioxide (S-16018) (portable and Trolley mounted).	6.5 kgs.	40
7	Carbon dioxide (IS-2878) (portable and Trolley mounted).	22.5 kgs	21
8	Clean Agent (HFC 227 ea) (IS- 15683)	1 kg.	10
9	Clean Agent (HFC 227 ea) (IS- 15683)	2 kgs.	20
10	Dry Chemical Powder (gas cartridge) (IS 15683)	4 kgs.	165
11	Dry Chemical Powder (gas cartridge) (IS 2171)	5 kgs.	90
12	Dry Chemical Powder (gas cartridge) (IS 15683)	9 kgs.	144
13	Dry Chemical Powder (gas cartridge) (IS 2171)	10 kgs.	68
14	Dry Chemical Powder (gas cartridge) (IS 16018)	75 kgs.	20

4. **Work Place:**

- i) For Quarterly Maintenance, Refilling and Painting etc. – HDC's Fire Station.
- ii) For Hydraulic Testing: HDC's main Fire station/Vendor's premises.
- iii) For Refilling of pressurized cylinder: Manufacturer's/Authorized Gas Filling Agencies/Vendor's premises.

5. **Hydraulic Testing Certificate:**

Hydraulic Testing Certificate shall consist of

- i) Type of Testing.

- ii) Authority of person/agency/institution issuing certificate.
- ii) Testing date written with indelible paint and body of the extinguisher etc.

6. Job completion:

- i) Routine checking/maintenance of all portable Fire Extinguishers to be completed within the quarter.
- ii) Next maintenance to be done within the due date of the individual extinguisher.
- iii) Hydraulic Testing to be done in phased manner (not more than 100 nos. to be kept at party's premises). Each phase work to be completed within 60 days after handing over the same to the vendor. Challans to be duly recorded/endorsed at HDC, SMPK gate office.

Note:

- a) Work to be treated as "completed" only after getting Checking Certificate, Test Certificate as applicable.
- b) If any extinguisher is found beyond economic repair (BER), the same has to be recorded at concerned registers with details of reasons after discussion with Engineer of Contract or his authorized representative. These BER extinguishers will be deleted from the list. No work to be done onwards and no payment will be made for it onwards.

7. Contract Period:

Five (05) years from the date of commencement of the contract. Provision will be there for extension of the contract for a period of 3 months under same Rate, Terms & Conditions, if required.

8. Commencement for Contract:

Job to be started within 30 days from the date of acceptance of the work order (LoI).

9. Qualification and Experience of Manpower to be deployed:

- 9.1 **Workmen for Maintenance (Skilled category):** For smooth execution of the services contracted out herein, the Contractor shall deploy qualified and experienced personnel trained in elementary fire-fighting from recognized Training Institute. All workmen must have at least 2 (two) years' experience in extinguishers maintenance.
- 9.2 **Supervisor (Highly Skilled category):** The Contractor shall also deploy 1 (one) Supervisor trained in fire-fighting from recognized Training Institute and experience in supervision of day to day maintenance activities, up-keepment of various records, etc.
- 9.3 The suitability and experience of the workmen to be supplied/deployed by the Contractor will be reviewed by HDC, SMP, Kolkata.

10. Eligibility Criteria -

10.1 Financial Eligibility Criteria

Average annual financial turnover of the tenderer for the last 03 financial years (i.e. 2018-19, 2019-20 and 2020-21) should be not less than 30% of the derived estimated value of the tender, i.e. Rs. 29,25,570/-. The derived annual estimated cost of the tender has been arrived by dividing the total estimated value of the Tender of Rs. 1,46,27,850/- into 5 years.

The tenderer should submit copies of Annual Reports audited by Chartered Accountant for the last 3 financial years (i.e. 2018-19, 2019-20 and 2020-21) giving audited profit and loss account and balance sheet. In addition to the above, the tenderer should also submit a certificate from a Chartered Accountant certifying the Average Annual Financial Turnover of the tenderer for the 03 accounting years mentioned above. The proforma of the said certificate shall be given as per **Appendix-IV**.

10.2 Technical Eligibility Criteria

- (a) Experience of having successfully completed similar work during the last 07 years ending on 30.06.2022 shall be any one of the following:

Particulars	Amount of work
i) Three similar completed works each costing not less than the amount equal to OR 40% of derived estimated value.	Rs. 11,70,228/-.
ii) Two similar completed works each costing not less than the amount equal to OR 50% of derived estimated value.	Rs. 14,62,785/-
iii) One similar completed work costing not less than the amount equal to OR 80% of derived estimated value.	Rs.23,40,456/-

- (b) The term “**Similar work(s)**” shall be in relation to supply, delivery of consumables with manpower for maintenance of fire extinguishers of different types and capacities etc. in any reputed organization.
- (c) The term “**Completed work(s)**” means the similar work executed or completed by the tenderer as per the terms of the work order/contract. In case of on-going work/contract which has not been completed in totality, the value of the similar work to the extent completed by the tenderer will also be taken as completed works subject to furnishing a certificate by the beneficiary containing the completed value of the work and that the same has been done by the tenderer satisfactorily.

The details for establishing technical eligibility of the tenderer shall be furnished as per format given at **Appendix-III**.

11. Evaluation Criteria:

11.1 Test of Responsiveness:

- (a) Prior to evaluation of Techno Commercial Bid of the tender, HDC, SMP, Kolkata will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender:-
- (i) Is submitted within the due date including extension period, if any.
 - (ii) Contains all the document as stipulated in **Appendix-VII** of the tender document along with the tender failing which the offer may be summarily rejected.
 - (iii) Is accompanied by required declaration by the tenderer as per **Appendix-I**.
 - (iii) Is signed, sealed and marked as stipulated in the tender document.
 - (iv) Contains the profile of the tenderer as per format at **Appendix-II**.

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- (v) Contains information on Technical and Financial Eligibility as per Format given at **Appendix-III** and **IV** respectively.
 - (vi) Contains the Power of Attorney as per format at **Appendix-V**.
 - (viii) Does not show inconsistencies between the offer and the supporting documents.
 - (ix) Does not contain any counter condition on pre qualification etc.
 - (x) Is accompanied by Certificates demonstrating Technical & Financial Eligibility as stipulated in the tender document.
- (b) The tenderer must submit all the documents as specifically mentioned in **Appendix-VII** of the tender document along with the tender failing which their offer may be rejected.
- (c) The tenderer shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per **Appendix -VIII** in case the Tenderer is not covered under ESI Act or exempted from it. In addition, an Indemnity Bond as per format given at **Appendix-X** shall also be submitted.
- (d) The Tenderer shall submit certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First-Class Judicial Magistrate as per **Appendix – IX** in case the Tenderer is not covered under Provident Fund Act or exempted from it.

11.2 Evaluation for Techno – Commercial Bid:

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

11.3 Evaluation of Price Bid:

- (a) The Schedule of Rates (SoR) shall be read in conjunction with "SCC", "Scope of Work, Other Obligations to the Contractor", "GCC" and any other document forming a part of the tender.
- (b) Work Order will be placed on overall lowest quoted price basis in total for all the items taken together mentioned at **Appendices XII/1, XII/2 and XII/3** from the technically and commercially accepted offers.
- (c) The tenderer shall charge for individual item of job to be performed and not on a lump sum basis. In case of any discrepancy between amount mentioned in words and figures, the amount mentioned in words shall be considered for acceptance. The tenderer must give the rate of applicable GST.
- (d) All items of work/service mentioned shall be carried out as per the scope of work, relevant codes and instructions of the "EoC". The 'quoted rates' for the same shall be deemed to be inclusive of all costs with respect to but not limited to labour, supervision,

tools & tackles, other consumables, overheads, insurance, profits, various incidental, intermediate/auxiliary/ancillary or enabling works.

- (e) The tenderer shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of his tender for the work and of the rates stated in the Schedule of Rates, which shall cover all his obligations under the contract and all matter and things necessary for proper fulfillment of the scope of work and other obligations of the contract.
- (f) The Schedule of Rates (Price Bid) shall have to be filled up online as per format given under **Appendices –XII/1, 2 & 3.**
- (g) If the overall lowest rate is quoted by more than one bidder, the bidders concerned offering the overall lowest rate will be required to submit rebate on such rate in sealed cover within two working days from the date of opening of Price Bids in order to enable HDC, SMP, Kolkata to ascertain the lowest bidder and the tenderer offering the higher/ highest rebate will be considered as the **‘Successful Bidder’**.
- (h) HDC, SMP, Kolkata, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

12. General information for the Tenderer:

12.1 Site Inspection:

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

12.2 Pre-Bid Conference:

- (a) Pre-Bid Conference shall be held on 23.08.2022 at 11 AM at the office of General Manager (M&S), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata at Jawahar Tower, Haldia Township, Purba Medinipur, West Bengal, India, PIN – 721 607. Interested Tenderers may participate, if they so desire.
- (b) The intending tenderers are advised to send their queries vide email to pkdas.hdc@kolkataporttrust.gov.in; cchatterjee.hdc@kolkataporttrust.gov.in & kkroy.hdc@kolkataporttrust.gov.in latest by 22.08.2022.
- (c) HDC, KoPT intends to furnish response to all queries without identifying the sources, in e-Nivida website as well as in www.smporkolkata.shipping.gov.in including modifications / amendments, if any, to the terms and conditions of the tender, scope of the work etc., which the intending tenderers are to note for submitting their tender. The amendments / modifications / clarifications shall be hoisted in the form of an **“Addendum”**, which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

12.3. Tender / Bid Document Cost / Fee: -

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

12.4 Earnest Money:

- (a) The tenderer shall deposit Earnest Money amounting to Rs. 2,92,557/- (Rupees two lakh ninety two thousand five hundred and fifty seven only) along with their offer. The tenderers are to follow the procedure as detailed Clause i of Schedule of Tender for deposition of Earnest Money.
- (b) Tender submitted without Earnest Money shall be rejected outright without any reference to the Tenderer whatsoever.
- (c) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in the tender document) to the unsuccessful tenderers without interest after the selection of successful tenderer.
- (d) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 1500 hrs. on 02.09.2022 or any extension thereof and expiration of the validity period of the offer including extension thereof.
- (e) The Earnest Money shall be forfeited if the tenderer submits forged document(s).
- (f) Earnest Money submission will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.
- (g) The Earnest Money in respect of the successful tenderer will be refunded on submission of the Performance Guarantee. In the event the successful tenderer provides Performance Guarantee in Bank Guarantee, the Earnest Money will be refunded after acceptance of the Bank Guarantee by HDC, SMPK. In case the successful tenderer desires to deposit the Performance Guarantee in cash or in Demand Draft, the Earnest Money may be adjusted against the Performance Guarantee.
- (h) Failure of the Contractor to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

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

- (a) The tender should be submitted to General Manager (M&S), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin.721607, through e-Nivida. (<https://kopt.enivida.in>), not later than 1500 hrs. on 23.08.2022 after which time and date, no offer shall be accepted. HDC, SMPK may at its sole discretion extend the due dates of submission/opening of tender by issuing a Corrigendum.
- (b) The **Part-I: 'Techno-Commercial Bid'** of the tender shall be opened electronically at 1530 hrs. on 02.09.2022. Tenderers or their authorized representatives may witness the said electronic opening of Tender.
- (c) The **Part – II: 'Price Bid'** of those tenderers who are only techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

12.6 Substitution, withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, before the due date and time of submission of offer i.e. 1500 hrs. on 02.09.2022 or any extension thereof as per provision given at **Annexure-I**. No offer shall be substituted or withdrawn by the tenderer after the due date and time of submission of offer or any extension thereof.

12.7 Amendment of Tender Document:

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

12.8 Validity of Offer:

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

13. Preparation and Submission of Tender:

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

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

- 13.3. a) **The Techno-commercial Bid (PART –I)** completed in all respect properly filled in and duly signed with seal along with the documents as mentioned in the **Appendix-VII** necessary for meeting the pre-qualification criteria by the tenderer, shall be uploaded through e-tendering process as detailed in **Annexure - I**.
- c) The tenderer, prior to submission of the tender shall be required to carefully examine and fully understand all the aspects relevant to this tender including but not limited to (i) scope of work, (ii) other obligations to the Contractor (iii) the general information and special instructions to tenderers, (iv) the Special Conditions of the Contract, (v) General Conditions of Contract of SMPK, (vi) compensation (liquidated damage), (vii) period of contract etc.

13.4 **'Price Bid' (Part II) is to be submitted on-line through e-tendering process as detailed in Annexure - I.**

- (a) Rates shall have to be quoted online as per formats given at **Appendices- XII/1, XII/2 & XII/3.**
- (b) The tenderers are required to quote unit rates, i.e, rate per extinguisher basis in **'Price Bid'**, the format of which is given at **Appendices- XII/1, XII/2 & XII/3.**
- (c) In case the tenderer does not quote any rate, the tender concerned will be treated as non-responsive and will be rejected.
- (d) The tenderers are required to mention percentage of GST as per format given under **Appendix –XIV.**
- (e) It should be noted that the **'Price Bid'** shall contain no conditions whatsoever. Any condition imposed in `Price Bid' shall make the bid liable for outright rejection.

13.5 **Local Representation:**

13.5.1 Subject to the provisions concerning clarification of Bids, no bidder shall contact SMPK on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.

13.5.2 Any effort by a Bidder's representative however described to influence SMPK in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid.

14. **General Conditions of Contract (GCC)**

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

15. **Special Conditions of Contract (SCC)**

15.1 **Letter of Intent (LoI):**

After finalization of the tender, HDC, SMPK shall issue Letter of Intent (LoI) to the successful Bidder. The successful Bidder shall convey acceptance to the LoI within a period of 7 days from the date of issuance of the LoI.

15.2 **Performance Guarantee/Security Deposit.**

15.2.1 The successful tenderer shall have to keep Performance Guarantee/Security Deposit equivalent to 3% of the total contract value of Rs. 1, 46, 27,850/- inclusive of GST. The Performance Guarantee shall have to be deposited either in cash or in Demand Draft drawn on any scheduled bank in favour of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata and payable at Haldia or in Bank Guarantee [in a non Judicial Stamp paper of denomination of Rs. 50/- or more] and as per proforma as given at

Appendix-VI within a period of 30 days from the date of issuance of Lol. If the successful tenderer fails to pay the Performance Guarantee as indicated above, the same will be recovered from the running bill of the Contractor for the first six months.

- 15.2.2 The Performance Guarantee/Security Deposit shall be held by the HDC, SMPK as security for the performance of the Contractor's obligation under the contract. The Performance Guarantee shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC, SMPK due to default on the part of the Contractor.
- 15.2.3 SSI Units registered under single point registration with NSIC will be exempted from the Security Deposit. Photo copy of updated valid certificate must be attached for that.
- 15.2.4 No interest will be given on Security Deposit.
- 15.2.5 HDC, SMPK reserves the rights to forfeit the Security Deposit in the event of default on the part of the Contractor's obligation under the contract.

15.3 Contract Agreement:

- 15.3.1 The successful Tenderer shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at INR 50 or more signed jointly with HDC, SMPK under official seals within a period of 30 days from issuance of Lol. Format of the Agreement shall be as per **Appendix-XIII**.
- 15.3.2 Pending execution of Contract Agreement, the Lol and its acceptance by the successful tenderer will be construed as an Agreement between HDC, SMPK and the successful tenderer for fulfilling the scope of work and obligation of the contract by the successful Bidder.
- 15.3.3 All costs, charges and expenses etc to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer

15.4 Liquidated Damages:

- 15.4.1 In the event of successful tenderer failing to commence the contract within 30 days from the date of acceptance of the Lol as per Clause No. 8 or such extension thereof as may be allowed by the HDC, SMPK in writing, the Contractor shall be required to pay as compensation (Liquidated Damage), and not as penalty, @ ½ (half) % of the total value of the contract for delay in commencement of the contract every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this Clause shall not exceed 10% of the total contract value.
- 15.4.2 HDC, SMPK may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the Contractor.
- 15.4.3 The amount towards penalty/compensation will be deducted from the monthly bills. To realize penalty amount, HDC, SMPK will have the right to encash /revoke the Security Deposit/Bank Guarantee. GST on L.D. amount as per law time being in force, shall be levied.

15.5 Penalty for other Non-Conformity:

- a) In the event any of the workman is found not wearing the prescribed uniform / suit, a deduction of Rs. 1000/- plus applicable GST per day per workman will be made.
- b) In the event any of the workman is found not wearing the prescribed PPE (Personal Protecting Equipment), viz. safety shoe, safety helmet etc., a deduction of Rs. 5000/- plus applicable GST per workman will be made
- c) If any workman is found not giving satisfactory performance, indiscipline, the Contractor will be given one month notice for replacement of the said workman failing which the said workman will not be allowed to perform the duty.
- d) If the Contractor fails to undertake the checking/refilling/painting/hydro-testing as per schedule given in Clause 1.1, 1.2 and 1.3 under the Scope of Work, HDC/SMPK will deduct 0.5% of the contracted amount plus applicable GST for such failure per extinguisher per day of delay beyond the prescribed schedule from the bills of the Contractor.

15.6 Permit:

The Contractor shall obtain RFID permit from HDC Authority/its representatives for entry of his manpower deployed under the contract inside the dock on payment of applicable charges as per laid down procedure. The schedule of present RFID permit charges is given at Appendix -XI.

15.7 Compliance with Acts, Laws, Statutes:

The Contractor shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.

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

15.8 Workmen Compensation:

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

15.9 Indemnity and Insurance:

15.9.1 The Contractor shall indemnify and keep indemnified HDC, SMPK and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure or default by the Contractor in due performance of his obligations under this contract including compliance with the Acts, Laws, Statutes.

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

15.10 Safety & Pollution Control:

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

15.11 Non-Adherence to Safety Procedures and Practices:

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

15.12 Non-Assignability:

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

15.13 Income Tax:

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

15.14 Amendment in Contract Provisions:

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

15.15 Illegality:

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

provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

15.16 Event of Default:

- (a) In case the delay in commencement of maintenance contract exceeds 30 days from the date by which the contract is to commence as per Clause No. 8.
- (b) If the Contractor fails to perform or discharge any of its obligations under the provisions of the contract.
- (c) The representation made, or documents / certificates submitted given by the successful tenderer (who subsequently became the Contractor) / Contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) The Contractor is adjudicated bankrupt or becomes insolvent.
- (e) The Contractor assigns or transfers the full/ part of the contract to any third party without approval of HDC, SMPK.
- (f) If there is any change in control / ownership of the Contractor arising from sale, assignment, transfer without prior permission of SMPK.
- (g) If the Contractor through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.
- (h) If the Contractor fails to undertake the checking/refilling/painting/hydro-testing as per schedule given in Clause 1.1, 1.2 and 1.3 under the Scope of Work.

15.17 Police Verification

The Contractor shall submit Police Verification Report of antecedents of the workmen to be deployed by him for his job under the contract to the Engineer of the Contract or his authorized representative within 7 days from the date of commencement of contract.

15.18 Medical Check-up:

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

16. Mode of Payment:

- (a) All payment to the Contractor will be made through ECS by HDC, SMPK.
- (b) The Contractor shall submit the bill before the 5th of every month for the work done on monthly basis on the basis of the quoted rates accepted by HDC, SMPK.
- (c) Payment in case of satisfactory work will be made within 30 days from the date of receipt of bill complete in all respects. However, no interest shall be paid for delayed payment.

- (d) Deduction of Income Tax & other taxes shall be made from any amount payable to the Contractor as per the relevant provisions applicable at the time of payment. HDC, SMPK shall not be liable for any tax deduction of the workmen by the Contractor.

17. Payment of Taxes:

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

18. Taxes (GST):

- i) The quoted rates should be excluding GST. The GST as applicable, shall be paid extra against proper bill submitted by the Contractor. The tenderer should submit applicable percentage of GST separately and upload it as at **Appendix –XIV**.
- ii) The Contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable SMPK to get due credit against GST paid.
- iii) In case of any failure on the above account, GST amount even if paid by SMPK shall be recovered from the Contractor. The Contractor to confirm that the GST amount charged in bill is declared in its returns and payment of taxes is also made.
- iv) Taxes Deducted at Source (TDS) of GST would be effected as per GST provisions.

19. Termination:

- a) In the event of occurrence of any Event of Default as mentioned at Clause -15.16, HDC, SMPK may proceed for terminating the contract by way of giving one (1) month (termination period) notice within which time the Contractor will be required to peacefully remove his men and machineries along with associated facilities installed/deployed by it under the contract from the premises of HDC, SMPK. In case of failure on the part of the Contractor to do so, SMPK shall be at liberty to remove his men, machineries and the associated facilities at the cost, expenses and risk of the Contractor. Also, in such event, the Contractor shall not be entitled to claim any compensation from SMPK for any damage that may occur during such removal.
- b) During the termination period of 1 month as at (a) above, the Contractor may be asked by SMPK to continue to discharge its obligations under the contract which the Contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued maintenance work of fire extinguishers.
- c) No compensation shall be paid by SMPK to the Contractor in the event of termination of the contract.

- d) If after termination, any amount is due to be paid by SMPK to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by SMPK from the Contractor.
- e) **Risk Purchase:** HDC, SMPK reserves the right to cancel the work order in case of poor performance of work and get the work done through any other agencies at the risk, responsibility and cost of the Contractor. Any extra cost incurred in getting the job done from alternative source will be recovered from Security Deposit and if the value of job/service under risk purchase exceeds the amount of Security Deposit, the same may be recovered, if necessary, by other means. Also that will affect the Contractor's further business with HDC, SMPK.

20. **Dispute Resolution:**

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

21. **Jurisdiction of Court:**

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

22. **Strike by Contractor's Employees:**

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

23. **Accident:**

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

24. **Expiry of the contract with efflux of time:**

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

25. **Force Majeure:**

- 25.1 Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or

the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

- 25.2 Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).
- 25.3 Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Contractor.
- 25.4 An act of war, riot etc.
- 25.5 Industry wide or State wide strikes or industrial actions.
- 25.6 Any civil commotion, boycott or mass agitation which prevents the Contractor in supplying / operating the equipment under the provisions of the contract.

26. Notice of Force Majeure event:

- 26.1 The Contractor shall give notice to HDC, SMPK 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.
- 26.2 The notice shall inter-alia include full particulars of the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
- 26.3 The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract.
- 26.4 The measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
- 26.5 Any other relevant information.

27. Period of Force Majeure:

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

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

28. Performance Excused:

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

greater scope and of no longer duration than considered reasonable by SMPK consequent to the Force Majeure Event.

29 Resumption of Performance:

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

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

30. Effect of Force Majeure Event:

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

Appendix-I

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

Declaration by the Tenderer

**General Manager (M&S),
Jawahar Tower Annexe,
Haldia Dock Complex,
Syama Prasad Mookerjee Port, Kolkata.**

Dear Sir,

Date:.....

Sub: **Tender for Maintenance Contract for Inspection, Servicing/Maintenance,
Hydro-testing, Refilling and Painting of Fire Extinguishers at Haldia Dock
Complex, Syama Prasad Mookerjee Port, Kolkata.**

I/We(name of the Tenderer) have carefully examined and fully understood the contents of the tender document No. Admn/0019/X/T/Maintenance/22-26 and all other related documents and Clauses in connection with the tender for Maintenance Contract for Inspection, Servicing/Maintenance, Hydro-testing, Refilling and Painting of Fire Extinguishers at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.

1. I/we **accept** all the terms & conditions of the Tender Document No. Admn/0019/X/T/Maintenance/22-26.
2. I/we have deposited requisite Earnest Money for the tender (if applicable).
3. I/we have submitted copies of the required documents as mentioned at "List of Documents to be uploaded".
4. All information provided in the tender including Addenda/Corrigenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
5. I/We shall make available to Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender.
6. I/we acknowledge the right of SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/we also certify the following:
 - a) I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind.
 - b) I/we certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

Tender for Maintenance contract for Inspection, Servicing/Maintenance,
Hydro-testing, Re-filling and Painting of fire extinguishers at HDC, SMPK.

Tender No. Admn/0019/X/T/Maintenance/22-26

8. I/we declare that:

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMPK thereon.
- b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

9. I/we understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

10. I/We.....(Name of Tenderer) hereby undertake that I/we will abide by the decision of SMPK in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard.

11. My local office and Registered office (if any) addresses and contact details are:-

Address	Telephone	E-mail address

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

Witness:

Sl. No.	Name	Address	Signature
1.			
2.			

Appendix-II

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

PROFILE OF THE TENDERER

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

2. Details of individual(s) of the tenderer who will serve as the point of contact/communication with HDC, SMPK:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
(Land & Mobile)
 - (f) E-Mail Address :
 - (g) Fax Number :

3. Details of Power of Attorney Holder(s) of the Tenderer:
 - (a) Name
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone No. :
Land & Mobile, if any
 - (f) Fax No., if any :
 - (g) Email Address :

Signature of Power of Attorney Holder(s)

Name:

Designation:

Date :

Seal.....

Appendix-III

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

FORMAT FOR DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE

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

Details of experience during last 7 years ending on 30.06.2022
(Reference Clause 10.2)

Sl. No.	Contract Order Reference No. with the name of the Organization who placed the order.	Date of completion of contract.	Details of contract completion certificate as issued by the beneficiary of the contract.

Note:

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

Signature of Power of Attorney Holder (s):

Name:

Designation:

Date:

Seal

CERTIFIED BY

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

Registration no. & other details.....

Name of Signatory

Signature.....

Designation Date.....

Appendix-IV

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

FORMAT FOR DEMONSTRATING FINANCIAL CAPACITY

(Reference Clause 10.1)

(in Rs lakhs)

Name of Tenderer	Average Annual Financial Turn Over (Average of last 3 years ending 31.03.2022)
(1)	(2)

- The Tenderer should fill in details as per the above format
- The Tenderer should provide details of its own Financial Capacity.
- **Average Financial Turnover should be certified by Chartered Accountant**

Signature of Authorized Signatory.....

Name:

Designation:.....

Date:

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory.....

Signature.....

Designation

Date.....

Appendix-V

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

**Format for Power of Attorney for signing of Tender
(To be executed before Notary Public on a Non-Judicial Stamp Paper of Rs. 10)**

Dated:

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

Mr..... (Name of the Person), residing at.....(Address of the Person) acting as.....(Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of [Name of the Tenderer] to sign the tender [(Tender No.and (Tender subject- "Maintenance Contract for Inspection, Servicing/Maintenance, Hydro-testing, Refilling and Painting of Fire Extinguishers at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.")] and submit the same and is hereby further authorized to provide relevant information/document and respond to the enquiry's etc. as may be required by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMPK) in respect of the tenderer.

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

(Attested signature of Mr.....)

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

.....
(Signature with Office Seal)

Date :-

Name :-

Place:

Designation :-

Address :-

Appendix-VI

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

**To
The Board
For the Port of Kolkata.**

BANK GUARANTEE NO DATE

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

In consideration of the Board 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/ Messrs, a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for..... (write the name of the work as per Work Order) in terms of the Work Order No. dated..... (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), weBranch, Kolkata..... / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Board to the extent of the said of Rs.....(Rupees.....) We,.....Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,Branch, Kolkata..... / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by a Demand Draft drawn in favour of "Syama Prasad Mookerjee Port, Kolkata", without any demur. Even if there be any dispute between the Contractor and the Board, 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 Contractor.

2. We,..... Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,.....Branch, Kolkata..... / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid

Tender No. Admn/0019/X/T/Maintenance/22-26

without reference to the Contractor and no protest by the Contractor, made either directly or indirectly or through Court, can be valid ground for us, Branch, Kolkata..... / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, Branch, Kolkata..... / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Board have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of day of 20 and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto..... or extension made by..... Branch, Kolkata/Haldia , in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE
NAME
DESIGNATION
(Duly constituted attorney for and on behalf of)
BANK
BRANCH
KOLKATA / HALDIA
(OFFICIAL SEAL OF THE BANK)

Appendix-VII

LIST OF DOCUMENTS TO BE UPLOADED

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

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

1	Bid Security (EMD).
2	<p>The Tenderer shall submit evidence that the tenderer has successfully executed similar work (Order letter and successful execution certificate to be provided) as per the following.</p> <p>a) At least 3 similar works each worth not less than 11,70,228/- (Rupees Eleven lakh seventy thousand two hundred and twenty eight only) for a period of last 7 years ending on 30.06.2022 or</p> <p>b) At least 2 similar works each worth not less than 14,62,785/- (Rupees Fourteen lakh sixty two thousand seven hundred and eighty five only) for a period of last 7 years ending on 30.06.2022 or</p> <p>c) At least 1 similar work worth not less than 23,40,456/- (Rupees Twenty three lakh forty thousand four hundred and fifty six only) for a period of last 7 years ending on 30.06.2022.</p> <p>Note: The meaning of “Similar work” has been described under Technical Eligibility as given at Appendix-III.</p>
3	The Tenderer shall submit details of his Financial Eligibility as per format given at Appendix-IV along with Audited Balance Sheet and Profit & Loss Account for the last 3 (three) financial years ending on 31.03.2022.
4	Average Annual Financial turn over (as per Appendix- IV) during the above mentioned period must be at least Rs. 8,77,671/- (Rupees eight lakh seventy seven thousand six hundred and seventy one only).
5	The Power of Attorney of the person authorized to submit the tender and providing other details to SMPK as per format given at Appendix-V.
6	Copy of up-to-date Professional Tax Payment Challan (PTPC), if applicable. If this is not applicable, the Bidder should submit a declaration in this regard.
7	The Tenderer shall submit copy of self-certified valid G.S.T. Registration Certificate/ Provisional Registration Certificate (GSTIN).
8	Self-certified copy of PAN.
9	The Tenderer shall submit certified copy of ‘Employees State Insurance (ESI) Registration Certificate’ OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix -VIII in case the Tenderer is not covered under ESI Act or exempted from it.

Tender for Maintenance contract for Inspection, Servicing/Maintenance,
Hydro-testing, Re-filling and Painting of fire extinguishers at HDC, SMPK.

Tender No. Admn/0019/X/T/Maintenance/22-26

10	The Tenderer shall submit certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix - IX in case the Tenderer is not covered under Provident Fund Act or exempted from it.
11	The Tenderer shall submit certified copy of valid Trade License and Labour License if applicable. If not applicable, the Bidder should submit a declaration in this regard.
12	Declaration by the Tenderer as per Appendix-I.
13	Profile of Tenderer as per Appendix- II.
14	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme).
15	All other supporting documents as indicated in the Tender Document, as may be applicable.

Appendix-VIII

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

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

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

Affidavit

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

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

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

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

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

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

Deponent Identified by:

Appendix-IX

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

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

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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

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

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

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

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

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

Deponent Identified by:

Appendix- X

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

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

FORMAT OF INDEMNITY BOND

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

2. WHEREAS , the said Syama Prasad Mookerjee Port, Kolkata had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act (exempted),to furnish an Indemnity Bond in favour of Syama Prasad Mookerjee Port, Kolkata against all damages and accidents to the labourer of the Tenderer/ Contractor.

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

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

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

Tender for Maintenance contract for Inspection, Servicing/Maintenance,
Hydro-testing, Re-filling and Painting of fire extinguishers at HDC,SMPK.

Tender No. Admn/0019/X/T/Maintenance/22-26

Appendix-XI

CHARGEABLE RATES OF RFID PERMITS

Updated Permit Charges Details w.e.f. 01-05-2022, 06:00:00 AM									
S.N	Pass Type	Permit Type	Permit Category	Permit Amount	S.N	Pass Type	Permit Type	Permit Category	Permit Amount
1	Person	Daily	Visitor	13.00	32	Vehicle	Annual	Motor Van	6,765.00
2	Person	Daily	Driver	13.00	33	Vehicle	Annual	Tanker	6,765.00
3	Person	Daily	Khalasi	13.00	34	Vehicle	Annual	Lorry	6,765.00
4	Person	Daily	General	13.00	35	Equipment	Daily	Carter Pillar	150.00
5	Person	Daily	Security Personnel	13.00	36	Equipment	Daily	Dozer	150.00
6	Person	Weekly	Ship Personnel	N.A.	37	Equipment	Daily	Excavator JCB	150.00
7	Person	Monthly	General	338.00	38	Equipment	Daily	Fork Lift	150.00
8	Person	Monthly	Driver	338.00	39	Equipment	Daily	Poc Lain	150.00
9	Person	Monthly	Khalasi	338.00	40	Equipment	Daily	Trailer	150.00
10	Person	Monthly	Security Personnel	338.00	41	Equipment	Daily	Breakdown Van	251.00
11	Person	Quarterly	General	1017.00	42	Equipment	Daily	Bulker Tanker	251.00
12	Person	Quarterly	Driver	1017.00	43	Equipment	Daily	Dumper	251.00
13	Person	Quarterly	Khalasi	1017.00	44	Equipment	Daily	Hydra	251.00
14	Person	Quarterly	Security Personnel	1017.00	45	Equipment	Daily	Mobile Crane	251.00
15	Person	Annual	General	3,380.00	46	Equipment	Daily	Pay Loader	251.00
16	Person	Annual	Driver	3,380.00	47	Equipment	Daily	Reach Stacker	251.00
17	Person	Annual	Khalasi	3,380.00	48	Equipment	Daily	Vibratory Roller	251.00
18	Person	Biennial	General	5,408.00	49	Equipment	Annual	Carter Pillar	16,235.00
19	Person	Biennial	Driver	5,408.00	50	Equipment	Annual	Dozer	16,235.00
20	Person	Biennial	Khalasi	5,408.00	51	Equipment	Annual	Excavator JCB	16,235.00
21	Vehicle	Daily	Cart	25.00	52	Equipment	Annual	Fork Lift	16,235.00
22	Vehicle	Daily	General	63.00	53	Equipment	Annual	Poc Lain	16,235.00
23	Vehicle	Daily	Circular	63.00	54	Equipment	Annual	Trailer	16,235.00
24	Vehicle	Daily	Chotto Hati	63.00	55	Equipment	Annual	Breakdown Van	27,058.00
25	Vehicle	Daily	Motor Van	63.00	56	Equipment	Annual	Bulker Tanker	27,058.00
26	Vehicle	Daily	Tanker	63.00	57	Equipment	Annual	Dumper	27,058.00
27	Vehicle	Daily	Lorry	63.00	58	Equipment	Annual	Hydra	27,058.00
28	Vehicle	Annual	Cart	6,572.00	59	Equipment	Annual	Mobile Crane	27,058.00
29	Vehicle	Annual	General	6,765.00	60	Equipment	Annual	Pay Loader	27,058.00
30	Vehicle	Annual	Circular	6,765.00	61	Equipment	Annual	Reach Stacker	27,058.00
31	Vehicle	Annual	Chotto Hati	6,765.00	62	Equipment	Annual	Vibratory Roller	27,058.00

(Only format to be downloaded signed, scanned and uploaded)

[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]

Tender No. Ad / 0019 / X/ T / Maintenance / 22-26

SCHEDULE OF RATES (PRICE BID)

Sl. No.	Type of Extinguisher	Capacity	Quantity (in nos.) (Col.1)	Unit Rate (in INR) for quarterly maintenance excluding GST per Extinguisher (Col.2)
1	Water type (gas cartridge) (IS 15683)	9 ltrs.	247	
2	Mechanical foam type (gas cartridge) (IS-15683)	9 ltrs.	236	
3	Mechanical foam type (gas cartridge) (IS-16018)	45 ltrs.	20	
4	Carbon dioxide (IS-15683) (portable and Trolley mounted).	2 kgs.	209	
5	Carbon dioxide (IS-15683) (portable and Trolley mounted).	4.5 kgs.	109	
6	Carbon dioxide (S-16018) (portable and Trolley mounted).	6.5 kgs.	40	
7	Carbon dioxide (IS-2878) (portable and Trolley mounted).	22.5 kgs	21	
8	Clean Agent (HFC 227 ea) (IS- 15683)	1 kg.	10	
9	Clean Agent (HFC 227 ea) (IS- 15683)	2 kgs.	20	
10	Dry Chemical Powder (gas cartridge) (IS 15683)	4 kgs.	165	
11	Dry Chemical Powder (gas cartridge) (IS 2171)	5 kgs.	90	
12	Dry Chemical Powder (gas cartridge) (IS 15683)	9 kgs.	144	
13	Dry Chemical Powder (gas cartridge) (IS 2171)	10 kgs.	68	
14	Dry Chemical Powder (gas cartridge) (IS 16018)	75 kgs.	20	

Appendix- XII /2

(Only format to be downloaded signed, scanned and uploaded)

[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]

Tender No. Ad / 0019 /X / T / Maintenance / 22-26

SCHEDULE OF RATES (PRICE BID)

Sl. No.	Type of extinguisher	Capacity	Quantity.	Periodicity of Refilling & Operational Testing	Unit Rate (in INR) per Extinguisher per Re-filling & Operational Test excluding GST.
1	Water type gas cartridge (IS-15683)	9 ltr.	247	Once in every year.	
2	Foam type mechanical gas cartridge (IS-15683)	9 ltr.	236	Once in every year.	
3	Foam type mechanical gas cartridge (IS-16018).	45 ltr.	20	Once in every year.	
4	Carbon dioxide type (IS-15683) (portable and Trolley mounted).	2kgs.	209	On reduction of net contain of gas by more than 10%.	
5	Carbon dioxide type (IS-15683) (portable and Trolley mounted).	4.5 kgs.	109	On reduction of net contain of gas by more than 10%.	
6	Carbon dioxide type (IS-16018) (portable and Trolley mounted).	6.5 kgs.	40	On reduction of net contain of gas by more than 10%.	
7	Carbon dioxide type (IS-2878) (portable and Trolley mounted).	22.5 kgs.	21	On reduction of net contain of gas by more than 10%.	
8	Dry Chemical Powder fire extinguisher (IS-15683)	4 kgs.	10	Once in every 2 ½ years	
9	Dry Chemical Powder fire extinguisher (IS-15683)	9 kgs.	20	Once in every 2 ½ years	
10	Dry Chemical Powder fire extinguisher (IS-2171)	5kgs.	165	Once in every 2 ½ years	
11	Dry Chemical Powder fire extinguisher (IS-2171)	10 kgs.	90	Once in every 2 ½ years	
12	Dry Chemical Powder fire extinguisher (IS-16018)	75kgs.	144	Once in every 2 ½ years.	
13	Clean Agent fire extinguishers (IS- 15683)	1 kg.	68	On reduction of net contain of gas by more than 10%.	
14	Clean Agent fire extinguishers (IS- 15683)	2 kgs.	20	On reduction of net contain of gas by more than 10%.	

Tender for Maintenance contract for Inspection, Servicing/Maintenance,
Hydro-testing, Re-filling and Painting of fire extinguishers at HDC, SMPK.

Tender No. Admn/0019/X/T/Maintenance/22-26

Appendix- XII /3

(Only format to be downloaded signed, scanned and uploaded)

[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]

Tender No. Ad / 0019 / X / T /Maintenance / 22-26

SCHEDULE OF RATES (PRICE BID)

After hydro testing, each Fire Extinguisher is to be painted with fire red paint after putting primer in it.

Sl. No.	Type of Extinguisher	Capacity	Quantity (Col.1)	Test interval year. (Col.2)	Unit Rate per Extinguisher per Hydraulic Pressure Testing & Painting. (Col.3)
1	Water type (gas cartridge) (IS 15683)	9 ltrs.	247 [100% once in 3 years]	3	
2	Mechanical foam type (gas cartridge) (IS-15683)	9 ltrs.	236 [100% once in 3 years]	3	
3	Mechanical foam type (gas cartridge) (IS- 16018)	45 ltrs.	20 [100% once in 3 years]	3	
4	Carbon dioxide (IS-15683) (portable and Trolley mounted).	2 kgs.	209 [5% every year and 95% once in 5 years].	5	
5	Carbon dioxide (IS-15683) (portable and Trolley mounted).	4.5 kgs.	109 [5% every year and 95% once in 5 years].	5	
6	Carbon dioxide (IS-16018) (portable and Trolley mounted).	6.5 kgs.	40 [5% every year and 95% once in 5yrs]	5	
7	Carbon dioxide (IS-2878) (portable and Trolley mounted).	22.5 kgs	21 [5% every year and 95% once in 5yrs]	5	
8	Clean Agent (HFC 227 ea) (IS-15683)	1kg.	165 [100% once in 3 years]	3	
9	Clean Agent (HFC 227 ea) (IS-15683)	2kgs.	144 [100% once in 3 years]	3	
10	Dry Chemical Powder (gas cartridge) (IS 15683)	4 kgs.	90 [100% once in 3 years]	3	
11	Dry Chemical Powder (gas cartridge) (IS 2171)	5 kgs.	68 [100% once in 3 years]	3	
12	Dry Chemical Powder (gas cartridge) (IS 15683)	9 kgs.	20 [100% once in 3 years]	3	
13	Dry Chemical Powder (gas cartridge) (IS 2171)	10 kgs.	10 [5% every year and 95% once in 3yrs]	3	
14	Dry Chemical Powder (gas cartridge) (IS 16018)	75 kgs.	20 [5% every year and 95% once in 3yrs]	3	

Note –

- The tenderers are advised to carefully note the Scope of Work and other obligations of the contract, all applicable terms and conditions of the contract and the method of submission of bid and other details as specifically detailed in the tender document prior to submission of the bid.
- Work Order will be placed on overall lowest quoted price basis in totality for all the items taken together mentioned at Appendix- XII/1, 2 & 3 from the technically and commercially accepted offers.
- The 'Price Bid' shall contain rate only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

Appendix – XIII

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORMAT OF AGREEMENT

THIS AGREEMENT made this day of 20 between the Board for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called “Board” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and..... (hereinafter called “the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Board are desirous that certain Works should be executed, viz Maintenance Contract for Inspection, Servicing/Maintenance, Hydro-testing, Refilling and Painting of Fire Extinguishers at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata. Now this Agreement Witnesseth as follows:

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

The Seal of was hereunto affixed in the presence of :

Name:-.....

Address:- _____

Tender for Maintenance contract for Inspection, Servicing/Maintenance,
Hydro-testing, Re-filling and Painting of fire extinguishers at HDC,SMPK.

Tender No. Admn/0019/X/T/Maintenance/22-26

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 :- _____

Tender for Maintenance contract for Inspection, Servicing/Maintenance,
Hydro-testing, Re-filling and Painting of fire extinguishers at HDC,SMPK.

Tender No. Admn/0019/X/T/Maintenance/22-26

Appendix - XIV

GST DETAILS

Sl. No.	Item Description	SG ST (in) (in figure)	CGST (in) (in figure)	IGST (In %) (In Figure)
1.	Maintenance contract for inspection, Servicing/Maintenance, Hydro-testing , Re-filling and Painting of Fire Extinguishers on unit rate basis at Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata at Haldia as per Scope of Work of the tender alongwith other obligations of the contract bearing number Admn/0019/X/T/Maintenance/22-26			

CERTIFIED BY

Signature of Bidder/Power of Attorney Holder:

Name:

Designation:

Date:

Seal:

Present Rates of Minimum Wages

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Personnel & Industrial Relations Division,
Haldia Dock Complex

No: P&IR/97/2022/33

Date- April 06, 2022

General Manager (Finance)

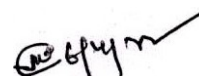
Sub: Revised rates of minimum wages w.e.f.01.04.2022

As confirmed by the Labour Enforcement Officer (Central), Kharagpur, the following rates of minimum wages are applicable for the various categories of contract labours working under the jurisdiction of Haldia Dock Complex at Haldia and Kolkata w.e.f. April 01, 2022: -

SL. No.	Cate o of contract labour	Minimum rates of wages per day	Zone
1	Unskilled	443 -	Haldia
2	Semi-skilled	519 -	Haldia
3	Skilled	625 -	Haldia
4	Highly-skilled	734 -	Haldia
5	Unskilled	663 -	Kolkata
6	Semi-skilled	734 -	Kolkata
7	Skilled	806 -	Kolkata
8	Highly-skilled	876 -	Kolkata

Order No. - F.NO. 1/4(3)/2022-LS-II dated March 31, 2022 of the Chief Labour Commissioner (Central), Government of India and the confirmation of the Labour Enforcement Officer (Central), Kharagpur are enclosed at Annexure-I & II respectively.

Encl: As stated.



(S. Ahmed)
Dy. Manager (P&IR)
For Sr. Dy. Manager (P&IR)