

**श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX**

**हल्दिया गोदी परिसर के तहत
एसी मोटर कैब, एसी मल्टी यूटिलिटी वाहन (एमयूवीएस),
पिक-अप-ट्रक एवं मिनी बस की
आपूर्ति, संचालन एवं रखरखाव
हेतु निविदा दस्तावेज**

**TENDER DOCUMENT
FOR
SUPPLY, OPERATION & MAINTENANCE OF
AC MOTOR CABS, AC MULTI UTILITY VEHICLES(MUVS),
PICK-UP TRUCK & MINIBUS**

**UNDER
HALDIA DOCK COMPLEX**

TENDER No. : ADMN/T/C/2023-25/

December 2022

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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.

भाग- I: तकनीकी-वाणिज्यिक भाग
PART-I: TECHNO-COMMERCIAL PART

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX
प्रशासन प्रभाग, जवाहर टावर कम्पलेक्स
Administration Division, Jawahar Tower Complex,
पोस्ट- हल्दिया टाउनशिप, जिला- पूर्व मेदिनीपुर,
P.O.: - Haldia Township, Dist.: Purba Medinipur,
पिन/ PIN: 721607, पश्चिम बंगाल/ West Bengal.

निविदा आमंत्रण सूचना (एनआईटी)
NOTICE INVITING TENDER (NIT)

हल्दिया गोदी परिसर (एचडीसी), श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता (एसएमपी, कोलकाता) एक साथ दो भाग प्रक्रिया के तहत (भाग-I: तकनीकी-वाणिज्यिक बिड एवं भाग-II: लागत बिड) हल्दिया गोदी परिसर में 3 वर्षों की अवधि के लिए एसी मोटर कैब, एसी मल्टी यूटिलिटी वाहन (एमयूवीएस), पिक-अप-ट्रक एवं मिनी बस की आपूर्ति, संचालन एवं रखरखाव हेतु अनुभवी, साधन सम्पन्न, योग्य ट्रांसपोर्ट ठेकेदारों से ई-निविदा आमंत्रित करता है।

Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from experienced, bonafide and reliable transport contractors for Supply, Operation & Maintenance of AC Motor Cabs, AC Multi utility Vehicles (MUVs), Pick-up-Truck & Mini Bus under Haldia Dock Complex for a period of 3 years.

निविदा दस्तावेज रेलटेल पोर्टल (<https://kopt.enevida.in>) एवं www.smporkolkata.shipping.gov.in से डाउनलोड किया जा सकता है। यदि कोई, शुद्धिपत्र/ परिशिष्ट/ स्पष्टीकरण जारी होता है तो इसे रेलटेल पोर्टल (<https://kopt.enevida.in>) एवं www.smporkolkata.shipping.gov.in पर ही होस्ट किया जाएगा।

The Tender Document may be downloaded from RailTel Portal (<https://kopt.enevida.in>) and www.smporkolkata.shipping.gov.in. Corrigendum/ Addendum/Clarifications, if any, shall also be hosted on RailTel Portal (<https://kopt.enevida.in>) and www.smporkolkata.shipping.gov.in

साथ ही, इच्छुक बोलीदाता अपनी बिड इलेक्ट्रॉनिक रूप से केवल रेलटेल पोर्टल (<https://kopt.enevida.in>) के माध्यम से जमा करें। बोलीदाताओं से अनुरोध है कि वे नित्य वेबसाइट देखें।

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

निविदा की सूची (एसओटी):
SCHEDULE OF TENDER (SOT)

A	निविदा सं./ Tender No.	ADMN/T/C/2023-25/
B	निविदा का प्रकार/ Mode of Tender	<p>खरीद प्रणाली/ e-Procurement System रेलटेल पोर्टल (https://kopt.enevida.in) के माध्यम से (ऑनलाइन भाग I- तकनीकी-वाणिज्यिक बिड एवं भाग- II लागत बिड) (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through Railtel Portal (https://kopt.enevida.in) इच्छुक बोलीदाता केवल रेलटेल पोर्टल के माध्यम से ही अपना प्रस्ताव इलेक्ट्रॉनिक रूप से जमा कर सकेंगे। हल्दिया गोदी परिसर, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता द्वारा किसी अन्य माध्यम से टेंडर स्वीकार नहीं किया जाएगा। The intending bidders are required to submit their offer electronically only through Railtel Portal. No physical tender shall be accepted by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.</p>
C	पार्टियों द्वारा एनआईटी डाउनलोड करने हेतु एनआईटी उपलब्धता की तिथि/ Date of availability of the NIT to parties to download	19.12.2022
D	प्री-बिड बैठक शुरू होने की तिथि एवं समय/ Date and Time for pre-bid meeting	<p>प्री-बिड बैठक दिनांक 30.12.2022 को पूर्वाह्न 11.00 बजे वरि. उप प्रबंधक (प्रशा.) के कार्यालय, जवाहर टावर, उपभवन, द्वितीय तल, हल्दिया में होगी। Pre-bid Meeting on 30.12.2022 at 11.00 am at the office of Sr. Dy. Manager (Administration) at Jawahar Tower, Annex Building, 2nd Floor, Haldia.</p>
E	कार्य हेतु अनुमानित लागत/ Estimated Cost of Work	<p>कार्य का कुल अनुमानित राशि रु. 17.89 करोड़ है। Total Estimated cost of the work is Rs. 17.89 Cores.</p>
F	अग्रिम राशि/ Earnest Money Deposit	<p>इच्छुक बोलीदाता, हल्दिया गोदी परिसर को अपने प्रस्ताव के साथ अग्रिम राशि के रूप में रु. 35.78 लाख (पैंतीस लाख अठहत्तर हजार रुपये मात्र) जमा करें, अन्यथा आपका प्रस्ताव अप्रतिसादी मानकर तत्काल खारिज कर दिया जाएगा। The intending bidders should submit Earnest Money of Rs 35.78 lakhs- (Rupees thirty Five lakhs seventy eight thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. इच्छुक बोलीदाता, हल्दिया गोदी परिसर को 'अग्रिम राशि' (ईएमडी) के रूप में रु. 35.78 लाख (पैंतीस लाख अठहत्तर हजार रुपये मात्र) किसी भी अनुसूचित/ राष्ट्रीयकृत बैंक के डीडी/ बैंकर चेक के माध्यम से श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के पक्ष में, देय- हल्दिया के माध्यम से जमा करें, अन्यथा आपका प्रस्ताव अप्रतिसादी मानकर तत्काल खारिज कर दिया जाएगा। The bidders shall be required to deposit INR Rs 35.78 lakhs- (Rupees thirty Five lakhs seventy eight thousand only) as 'Earnest Money Deposit' (EMD) payable to</p>

	<p>Haldia Dock Complex, through Demand Draft(DD)/Banker Cheque in favour of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata on any Scheduled / Nationalised Bank payable at Haldia, otherwise their offer will be summarily rejected.</p> <p>तकनीकी वाणिज्यिक बिड के साथ डीडी/बैंकर चेक की स्कैन कॉपी अपलोड करें। डीडी/ बैंकर चेक के रूप में अग्रिम राशि वरि. उप प्रबंधक, प्रशासन प्रभाग, हल्दिया गोदी परिसर, भूतल, उपभवन, जवाहर टावर, हल्दिया, पिन- 721607 के कार्यालय में मुहरबंद लिफाफे के ऊपर "अग्रिम राशि" निविदा संख्या एवं कार्य का नाम तथा बोलीदाता का नाम विधिवत लिखकर जमा करना होगा।</p> <p>Scan copy of DD/ Banker's Cheque should be uploaded along with the Techno-Commercial Bid. Earnest Money in the form of DD/Banker Cheque to be physically deposited at the office of the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex, Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN-721607, in sealed envelope, cover should be duly superscribed with "Earnest Money". Tender No. and Title of the work and Bidders Name.</p> <p>अग्रिम राशि 10 लाख रुपये से अधिक होने के कारण निविदाकर्ता को 10 लाख रुपये किसी भी अनुसूचित/ राष्ट्रीयकृत बैंक के डीडी/ बैंकर चेक के माध्यम से श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के पक्ष में, देय- हल्दिया के माध्यम से जमा करना होगा एवं शेष राशि कोलकाता शाखा के किसी भी भारतीय राष्ट्रीयकृत/अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में जमा करना होगा। यदि बैंक गारंटी कोलकाता के बाहर स्थित किसी बैंक से जारी किया जाता है तो कोलकाता स्थित उस बैंक के किसी भी शाखा द्वारा उसकी पुष्टि करने के साथ-साथ बैंक गारंटी के तहत सभी प्रतिबद्धताओं को मानना होगा।</p> <p>ऐसी बैंक गारंटी से संबंधित सभी मामलों में किसी भी प्रकार के विवाद की स्थिति में निर्णय कलकत्ता उच्च न्यायालय के क्षेत्राधिकार में होगा। बीजी प्रारूप (ईएमडी) का नमूना अनुलग्नक-XII में संलग्न है। बैंक गारंटी की वैधता, बिड भाग-I के खुलने की निर्धारित तिथि से 180 दिनों के साथ एक महीने की अतिरिक्त दावा अवधि के लिए होगी अन्यथा आपका प्रस्ताव अप्रतिसादी मानकर तत्काल खारिज कर दिया जाएगा।</p> <p>As Earnest Money amount exceeds Rs 10 lakhs, the tenderer will have the option of submitting an amount of Rs 10 lakhs through Demand Draft(DD)/Banker Cheque in favour of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata on any Scheduled / Nationalised Bank payable at Haldia and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized/ scheduled bank, having branch at Kolkata. In the event of Bank Guarantee being issued by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding</p>
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	<p>such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen BG Format (EMD) is at Appendix-XII. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected.</p> <p>ईएम बीजी जारी करने हेतु लाभार्थी के बैंक खाते का विवरण अधोलिखित है:-</p> <p>For issuance of EM BG, the details of Beneficiary Bank A/C will be as follows:-</p> <p>लाभार्थी का नाम/ Name of Beneficiary: श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता, हल्दिया गोदी परिसर (पूर्व में कोलकाता पत्तन न्यास, हल्दिया गोदी परिसर) Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex (Erstwhile- Kolkata Port Trust , Haldia Dock Complex)</p> <p>1) Account Number : 1604050000064 2) Account Type : Current 3) Bank Name : Punjab National Bank, (Erstwhile- United Bank of India) 4) Branch Name : Haldia Dock Complex Branch 5) IFS Code : PUNB0160420 (Formerly- UTBI0HDCF75)</p> <p>उक्त बैंक खाता को लाभार्थी बैंक के रूप में माना जाए ताकि बैंक गारंटी जारी करने की पुष्टि लाभार्थी बैंक को सीधे की जा सके। The aforesaid Bank a/c may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.</p> <p>मूल बैंक गारंटी, पावती के तहत जमा करनी होगी या डाक/ कूरियर के माध्यम से वरि. उप प्रबंधक, प्रशासन प्रभाग, हल्दिया गोदी परिसर, भूतल, उपभवन, जवाहर टावर, हल्दिया, पिन- 721607 के कार्यालय में भेजनी होगी। जब तक निविदा के शर्तानुसार मूल बैंक गारंटी निर्धारित तिथि एवं समय तक प्राप्त नहीं होता तब तक बिड अप्रतिसादी माना जाएगा। The ORIGINAL Bank Guarantee shall have to be deposited under acknowledgement or sent by post/courier to the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex ,Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607. Unless the ORIGINAL Bank Guarantee, complete in all respect as per the tender condition is received within the scheduled date and time (Last Date and time of submission of Tender), the bid may be treated as non responsive.</p> <p>डाक संबंधी विलंब हेतु निविदा आमंत्रण प्राधिकारी जिम्मेदार नहीं होगा। निविदा के साथ बैंक गारंटी की स्कैन कॉपी भी अपलोड करनी होगी। The Tender Inviting Authority will not be responsible for</p>
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		postal delay. A scanned copy of the Bank Guarantee shall also be uploaded with the tender.
G	बिड दस्तावेज शुल्क (निविदा दस्तावेज की लागत) Bid Document Fee(Cost of Tender Document)	<p>इच्छुक बोलीदाता, हल्दिया गोदी परिसर को बिड दस्तावेज शुल्क रु. 2950/- (दो हजार नौ सौ पचास रुपये मात्र) [@ 18% जीएसटी सहित] किसी भी अनुसूचित/राष्ट्रीयकृत बैंक के डीडी/ बैंकर चेक के माध्यम से श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के पक्ष में, देय- हल्दिया के माध्यम से जमा करें, अन्यथा आपका प्रस्ताव अप्रतिसादी मानकर तत्काल खारिज कर दिया जाएगा ।</p> <p>The intending bidders should deposit Bid Document Fee of Rs. 2950 (Rupees Two thousand nine hundred fifty only) including GST @ 18%, as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker's Cheque in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" on any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected, treating the same as non-responsive.</p> <p>डिमांड ड्राफ्ट/ बैंकर चेक स्कैन करके स्कैन की हुई प्रति तकनीकी-वाणिज्यिक बिड के साथ अपलोड करना होगा ।</p> <p>The Demand Draft / Banker's Cheque should also be scanned and scanned copy should be uploaded with Techno-Commercial Bid.</p> <p>बिड दस्तावेज शुल्क डीडी/ बैंकर चेक के माध्यम से वरि. उप प्रबंधक, प्रशासन प्रभाग, हल्दिया गोदी परिसर, भूतल, उपभवन, जवाहर टावर, हल्दिया, पिन- 721607 के कार्यालय में मुहरबंद लिफाफे के ऊपर "बिड दस्तावेज शुल्क", निविदा संख्या एवं कार्य का नाम तथा बोलीदाता का नाम विधिवत लिखकर जमा करना होगा ।</p> <p>Bid Document Fee in the form of DD/Banker Cheque to be physically deposited at the office of the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex ,Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in sealed envelope, cover should be duly super scribed with "Bid Document Fee", Tender No., title of the work and Bidder's Name.</p>
H(i)	ईएमडी एवं बिड दस्तावेज शुल्क हेतु डीडी / बैंकर चेक जेनरेट करने की अंतिम तिथि । Last date of generation of DD / Banker Cheque for EMD & Bid Document fee.	<p>(https://kopt.enevida.in) के माध्यम से ऑनलाइन ई-निविदा जमा करने से पहले/ Before submission of online e-tender through https://kopt.enevida.in</p>
H(ii)	ईएमडी एवं बिड दस्तावेज शुल्क के रूप में डीडी / बैंकर चेक/ बीजी की मूल प्रति जमा करने / प्राप्त करने की अंतिम तिथि । Last date of submission /receiving original copy of DD/ Banker's Cheque/ BG towards EMD/Bid	Date 09.01.2023 upto 15:00 Hours

	Document fee	
I	ई-निविदा पंजीकरण शुल्क e-Nivida Registration Charges	केवल रेलटेल पोर्टल पर नेट-बैंकिंग/ डेबिट/ क्रेडिट कार्ड के माध्यम से रु. 2000/- + प्रति वर्ष लागू जीएसटी (अप्रतिदेय) । Rs. 2000/- + Applicable GST Per Year (Non Refundable) by net-banking / Debit / Credit card at RailTel Portal only.
	रेलटेल पोर्टल पर बोली लगाने हेतु प्रक्रिया शुल्क/ Processing fee for bidding in RailTel Portal	केवल रेलटेल पोर्टल पर नेट-बैंकिंग/ डेबिट/ क्रेडिट कार्ड के माध्यम से रु. 8850/- (आठ हजार आठ सौ पचास रुपये) (जीएसटी सहित) (अप्रतिदेय) Rs.8850/- (Rupees Eight thousand eight hundred fifty only) (Including GST) (nonrefundable) by net-banking / Debit / Credit card at RailTel Portal only.
J	तकनीकी-वाणिज्यिक बिड एवं लागत बिड जमा करने हेतु ऑनलाइन ई-निविदा की अंतिम तिथि/ Date of closing of online e-tender for submission of Techno-Commercial Bid and Price Bid	Date. 09.01.2023 upto 15:00 Hours
K	भाग-I - तकनीकी-वाणिज्यिक बिड: खोलने की तिथि एवं समय/ Part-I – Techno-Commercial Bid: Date and time of opening	Date 09.01.2023 after 15:30 Hours
L	भाग-II - लागत बिड: खोलने की तिथि एवं समय/ Part-II – Price Bid: Date and time of opening	योग्य तकनीकी वाणिज्यिक बोलीदाता को अलग से सूचित किया जाएगा । Will be informed separately to the Techno Commercially qualified bidders.

**PART-I: TECHNO-COMMERCIAL PART
IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT**

WORK TITLE: "SUPPLY, OPERATION & MAINTENANCE OF AC MOTOR CABS, AC MULTI UTILITY VEHICLES, PICK-UP TRUCK (Non AC) & MINI BUS (Non AC) UNDER HALDIA DOCK COMPLEX FOR A PERIOD OF 3 YEARS".

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender 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):		
	Sri. P .K Das General Manager (M&S), Ph. No.- 03224-263171, E-Mail: pkdas.hdc@kolkataporttrust.gov.in	Sri. C. Chatterjee Sr. Dy. Manager (Admin.), Ph. No.- 03224-265490, E-Mail: cchatterjee.hdc@kolkataporttrust.gov.in	Sri. S. Mandal Dy. Manager (Admin.), Ph. No.- 03224-263307, E-Mail: snmandal.hdc@kolkataporttrust.gov.in
	Contact persons (Railtel Portal):		
	1. Shri Shiddharth Ghosh Mob: 9355030604 Email: ewizardsiddharth@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 CPP Portal i.e. https://eprocure.gov.in/eprocure/app before responding to this e-tender. •Bidders Manual Kit. •Help for Contractors.			

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 I.D. 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 Supplier.
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.	No deviation of the terms and conditions of the tender document is acceptable. 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.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12.	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.
13.	The bid will be evaluated based on the filled-in technical & commercial formats.

14.	The bidders must read and understand General Instructions to Bidders, the Commercial terms and Conditions of the Contract, SMP, Kolkata, HDC' 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.
15.	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, EMD of defaulting bidder(s) will be forfeited punitive action including suspension and banning of business can also be taken against defaulting bidders.
16.	Cost of Tender Document and Earnest Money deposition shall be exempted for Micro & Small Enterprises, who shall submit the following documents for availing waiver of EMD and Cost of Tender Document : (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, full amount of Earnest Money 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.

Special Instruction to Bidders for e-Nivida

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:// www.smporkolkata.shipping.gov.in /index.php](https://www.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 guideline 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 Enrollment” 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 username 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 enrolment, 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 on 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 SMP, Kolkata.
3. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

4. 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 filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. 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 the bidders, opening of bids etc. The bidders should follow this time during bid submission
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. 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.
8. 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

PART-I: TECHNO-COMMERCIAL PART

GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS

1. BACKGROUND:

- 1.1 Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK) located at Haldia, West Bengal is one of the Major Port in the east coast of India under the Ministry of Shipping, Government of India. Syama Prasad Mookerjee Port, Kolkata (SMPK) has its Head Office at Kolkata. Haldia Dock Complex has its offices at Haldia.
- 1.2 Haldia Dock Complex intends to engage a suitable experienced, bonafide and reliable transporter for Supply, Operation & Maintenance of AC Motor Cabs, AC Multi Utility Vehicles(MUVs), Pick-up-Truck & Mini Bus driver on monthly composite rate contract basis under Haldia Dock Complex for a period of 3 (three) years for the purpose of transportation of HDC officials or any other duty assigned by HDC, SMPK to different locations within West Bengal or any other location.
- 1.3 For this purpose, online tender is invited for Supply, Operation & Maintenance of AC Motor Cabs, AC Multi Utility Vehicles(MUVs), Pick-up-Truck & Mini Bus including driver on monthly rate contract basis under Haldia Dock Complex for a period of 3 (three) years in accordance with the terms and conditions of this tender document.

2. SCOPE OF WORK:

- 2.1 The Works comprise Supply, Operation & Maintenance of vehicles comprising 18 (Eighteen) AC Motor Cabs, 21 (twenty one) AC Multi Utility Vehicles(MUVs), 1(one) Pick-up-Truck (Non AC) and 1 (one) mini bus (Non AC) on monthly rate contract basis under Haldia Dock Complex for a period of 3 years for the purpose of transportation of officials of HDC/SMPK, CISF HDC Unit and/or its guests, in and around the Haldia region in general and at times to other places within West Bengal e.g. Kolkata, Midnapore, Khargapur, Digha, etc. or any other locations/duty point as may be assigned by HDC/SMPK. In this regards, extra cost, if any, relating to route permit etc. shall be borne by the contractor(s).
- 2.2 The successful contractor(s) shall have to make all arrangements for obtaining route permit, fitness certificate, payment of all taxes, insurance, procurement and/or replacement of fuel/lubricants/spares/tyres /batteries /**Charger/Charging stations as applicabe**, etc . at his own cost and arrangements for uninterrupted supply & operation of the vehicles at all times during the currency of the contract. Responsibility for any non-compliance would be solely on the contractor.

2.3 Minimum Capacity & Specification of vehicles to be supplied:

2.3.1. The contractor(s) shall have to supply good condition AC Motor Cabs, AC Multi Utility Vehicles(MUVs), Pick-up-Truck and Mini Bus registered as commercial vehicle acceptable to HDC having minimum capacity & specifications as under:

Description	Category A	Category B	Category -C	
Type & number	AC Motor Cab [18 Nos.]	AC Multi Utility Vehicle (MUV) [21 Nos.]	Pick-up- Truck [01 No.]	Mini Bus [01 No.]
Preferable Make/Model	Diesel/ petrol driven Maruti Ertiga, Hyundai Xcent, Honda Amaze, Maruti Suzuki Dzire, or equivalent sedan vehicle .	Mahindra Bolero, Mahindra Scorpio, or equivalent	-	-
	Electric driven TATA Xpres-T EV X-R / TATA Nexon EV or equivalent sedan Electric vehicle			
Colour	White/ Silver	White/ Silver	Any Colour	Any Colour
Fuel (except Electric vehicle)	Diesel/Petrol . Also, Electric incase of supply of EV as per contract provision.	Diesel	Diesel	Diesel
Emission Norms	Bharat Stage-IV / Bharat Stage-VI	Bharat Stage-IV / Bharat Stage-VI	Bharat Stage-IV / Bharat Stage-VI	Bharat Stage- IV / Bharat Stage-VI
Date of first registration	Not before 01.04.2022.	Not before 01.04.2022.	Not before 01.04.2022 .	Not before 01.04.2022.
Type of registration	Commercial	Commercial	Commercial	Commercial
Minimum Seating Capacity	4 passengers + 1 (Driver)	Minimum 6 passengers + 1 (Driver)	The truck should have a minimum load capacity of 4-5	Minimum 25 person

			tonnes.	
Other requirements	<p>1) The motor cab should have good quality cushion seats and back rest with proper upholstery.</p> <p>2) Out of 18 motor cabs, at least 06 vehicles (preferably same make) should be bigger vehicle like Maruti XL6, Scorpio, Innova or equivalent with higher CC engine capacity with engine specification of 1450 CC and above, at least six seater and having 03 rows front facing seats.</p> <p>3) Tenderer will have option to deploy maximum 06 nos. of AC electrical vehicle (EV) out of the above 18 vehicles.</p> <p>Note: During currency of the contract, the contractor may replace a Diesel/petrol driven vehicle with acceptable EV with the approval of EoC subject to maximum of 10 EVs.</p>	<p>1) The vehicle should have back side door for passenger entrance.</p> <p>2) The vehicle should have also good quality cushion seats and back rest with proper upholstery.</p>	<p>The truck should be covered, with flexible seating arrangement.</p>	<p>The Minibus should have good quality cushioned seats and back rests and should have a sitting capacity of minimum 25 persons per bus. The Minibus shall have glass windows with arrangements for proper locking, easy and smooth opening and closing and self-locking doors. There should not be any water seepages from the ceilings, windows, etc. Sufficient space shall have to be kept in between the seats and also in between rows for easy movement and comfortable seating /standing. The bus should be of sufficient height for comfortable standing.</p>

Note : The decision of EoC in the matter of the condition of good quality of vehicles shall be final and binding on the contractor.

2.3.4 Detailed particulars of each of the vehicles intended to be supplied shall be furnished by the contractor(s) in the format given at **Appendix-III**.

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

Sl No	Description of vehicles to be deployed		Duty Hours		Monthly ceiling for the vehicle	No. of Vehicles
					A	B
1.	Category A	AC Motor Cab	12 Hrs	1	1400	1
				2	1800	1
				3	2000	6
				4	2200	1
				5	2300	1
				6	2400	1
				7	3500	1
				8	3600	2
			24 hrs	1	2600	1
				2	2700	1
				3	3200	1
				4	4200	1
					Total of Category-A (motor cabs)	18
2.	Category B	A/C Multi Utility Vehicle (MUV)	12 hrs	1	2200	1
				2	3300	1
				3	2500	1
				4	2400	1
			24 hrs	1	3800	1
				2	3300	2
				3	1300	1
				4	1600	1
				5	4800	1
				6	5400	1
				7	6200	1
				8	4400	1
				9	2800	1
				10	2400	1
				11	3100	1
				12	1500	1
				13	1900	1

				14	3900	1
				15	4000	1
				16	1700	1
					Total of Category B (MUVs)	21
3.	CategoryC	Pick up Truck	24 hrs	1	6000	1
		Mini Bus	24 hrs	1	5800	1
					Total of Category C	2
Grand Total Vehicles						41

Note : The tenderer shall have to compulsorily quote for all the 41 vehicles whose various details are mentioned in Schedule of Rates (**Annexure-IV**) covering category - A, B & C. In the event any tenderer fails to quote for any of the 41 vehicles, his bid will be summarily rejected.

2.4.1 As per present indications, 18 vehicles under Category A, 21 vehicles under Category-B and 2 vehicles under Category-C shall have to be supplied, operated & maintained by the contractor(s) daily. Based on requirement of vehicles during currency of contract, some of the above vehicles may be de-hired after one year from commencement of contract concerned.

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

1. Altogether 23 (Twenty three) Nos. vehicles viz. 17 nos. A/C Multi Utility Vehicle (MUV), 4 nos. AC Motor Cabs, Minibus & the Pick-Up-Truck are to be deployed for duty daily on round-the-clock (i.e. 24 hours in a day) basis for all the days in a month.
2. 14 (fourteen) Nos.AC Motor Cabs)& 4 A/C Multi Utility Vehicles (MUVs) are to be deployed daily for 12 hours duty to be reckoned from reporting time of the vehicle in the day, for all the days in a month. Reporting time for such vehicles will be either at 6 AM or 7 AM or 8 AM or 9 AM or as per requirement of respective divisions for all the days in a month. Respective Divisions will suitably inform the reporting time of the concerned vehicle to be deployed under them to the contractor(s) & Engineer of the Contract (EOC) at the time of commencement of contract.
3. The reporting time of a vehicle may be changed by EOC or his authorized representative on request from concerned Division under whom the vehicle is deployed considering work requirements.
4. Normally, the reporting place of 12 hourly vehicles will be at Haldia Township.
5. A 'Month' shall mean English calendar month. A 'Day' shall mean midnight to midnight.

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

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

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

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

2.7 Running and Maintenance:

- a) All the vehicles on hire shall be kept in good operative condition at all times during the currency of the contract.
- b) The contractor(s) shall provide Display Boards in each of the vehicles mentioning that the vehicles are in operation under Haldia Dock Complex. Such display boards should be prominently visible from outside.
- c) The contractor(s) at his own cost shall arrange procurement and/or replacement of fuel, lubricants, spares, tyres, batteries, **Charger, Charging stations as required**, etc.
- d) All maintenance, repairs, check-up etc. shall be arranged by the contractor(s) at his own cost.
- e) At the time of reporting for duty, the vehicles shall be provided with necessary fuel, charge for EV, lubricants etc. by the contractor(s). No kilometer run shall be allowed by SMPK for refueling/charging as the case may be, during the duty period.
- f) In case of breakdown/accident or withdrawal of any vehicle by the contractor(s) for any reasons whatsoever, suitable replacement shall immediately (within 1 hour) be made by the contractor(s) by providing another vehicle of required specification and acceptable to HDC, SMPK.

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

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

2.8 Operation and Maintenance Crew :

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

2.9 Deployment of supervision for day to co-ordination:

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

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

3. ELIGIBILITY CRITERIA

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

3.2 Essential Technical Capacity:

- 3.2.1** The tenderer must have experience of having successfully completed Similar Works during last 7 years ending on 30.11.2022 and the experience must be the following: -

- i) Three similar completed works each costing not less than the amount equal to Rs. 2.39 Crores

OR

ii) Two similar completed works each costing not less than the amount equal to Rs.2.98 crores

OR

iii) One similar completed work costing not less than the amount equal to Rs.4.77 Crores

Note-I: The term "Similar Work" means successful execution of direct contract for supply, operation & maintenance of (i) AC motor cabs and/or (ii) AC Multi utility Vehicles/Maxi cabs and/or (iii) any combination of (i) & (ii) and /or (iv) any combination of (i)/(ii)/(iii) to Govt./Public/Private Sector Enterprise/ Organization for transportation of officials

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

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

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

3.2.2 The details of the Technical Capacity shall be furnished by the tenderer as per format at **Appendix-IV** and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant

3.3 Essential Financial Capacity:

3.3.1 Average Annual financial turnover during the last 3 financial years ending on 31.03.2022 for should be at least Rs 1.78 crores.

3.3.2 The tender shall submit Audited Balance Sheet and Profit & Loss Account for the last 3 (three) financial years ending on 31.03.2022. If due date (scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years previous to the latest financial year may be submitted.

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

3.3.3 The details of the Financial Capacity shall be furnished by the tenderer as per format at **Appendix-V** and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.

3.3.4 The Financial capacity of an Associate of the tenderer shall not be relied upon by the tenderer.

4. GENERAL INSTRUCTIONS TO THE TENDERERS

4.1 Preparation and Submission of Tender:

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

4.1.2 Language:

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

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

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

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

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

4.1.6 Price Bid:

- 4.1.6.1 The tenderer shall quote composite monthly rate (In Rs) per vehicle for all the categories of vehicles under the tender, separately as per 'Schedule of Rates' given at **Annexure-IV [Price Bid]** of this Tender Document considering ceiling level of monthly run (in km) & daily hours of duty of the vehicles as specified at Clause-2.4 of **Annexure-II** as well as other Terms & Conditions of the tender.

The price bid should be submitted on-line through e-tendering process.

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

- 4.1.6.2 The tenderer shall have to compulsorily quote composite monthly rate for all the vehicles in all the Categories whose various details are mentioned in Schedule of Rates (**Annexure-IV**). In the event any tenderer fails to quote for any vehicle in a category of vehicles for which the tenderer is applying/ bidding for, his/their bid will be summarily rejected.

- 4.1.6.3 The rates quoted shall include all taxes & other charges relating to supply, operation & maintenance of AC Motor Cabs, AC MUVs, Pick-up Truck & Mini Bus as applicable **excluding GST and Toll Tax**. Rates quoted shall also include all incidental and contingent work, not specifically mentioned in the tender document but necessary for efficient and satisfactory implementation of the scope of work and other obligations of the contract.

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

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

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

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

4.1.7 Earnest Money Deposit:

The intending bidders should submit Earnest Money of Rs 35.78 lakhs- (Rupees thirty Five lakhs seventy eight thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.

The bidders shall be required to deposit INR Rs 35.78 lakhs- (Rupees thirty Five lakhs seventy eight thousand only) as 'Earnest Money Deposit' (EMD) payable to Haldia Dock Complex, through Demand Draft(DD)/Banker Cheque in favour of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata on any Scheduled / Nationalised Bank payable at Haldia, otherwise their offer will be summarily rejected.

Scan copy of DD/ Banker's Cheque should be uploaded along with the Techno-Commercial Bid. Earnest Money in the form of DD/Banker Cheque to be physically deposited at the office of the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex, Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN-721607, in sealed envelope, cover should be duly superscribed with "Earnest Money". Tender No. and Title of the work and Bidders Name.

As Earnest Money amount exceeds Rs 10 lakhs, the tenderer will have the option of submitting an amount of Rs 10 lakhs through Demand Draft(DD)/Banker Cheque in favour of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata on any Scheduled / Nationalised Bank payable at Haldia and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized/ scheduled bank, having branch at Kolkata. In the event of Bank Guarantee being issued by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen BG Format (EMD) is at **Appendix-XII**. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected.

For issuance of EM BG, the details of Beneficiary Bank A/C will be as follows:-

Name of Beneficiary: Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex (Erstwhile- Kolkata Port Trust , Haldia Dock Complex)

- 1) Account Number : 1604050000064**
- 2) Account Type : Current**
- 3) Bank Name : Punjab National Bank,
(Erstwhile- United Bank of India)**
- 4) Branch Name : Haldia Dock Complex Branch**
- 5) IFS Code : PUNB0160420 (Formerly-UTBI0HDCF75)**

The aforesaid Bank a/c may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.

The ORIGINAL Bank Guarantee shall have to be deposited under acknowledgement or sent by post/courier to the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex ,Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607. Unless the ORIGINAL Bank Guarantee, complete in all respect as per the tender condition is received within the scheduled date and time (Last Date and time of submission of Tender), the bid may be treated as non responsive.

The Tender Inviting Authority will not be responsible for postal delay. A scanned copy of the Bank Guarantee shall also be uploaded with the tender.

4.1.8 Bid Document Fee:

The intending bidders should deposit Bid Document Fee of INR Rs. 2950/- (Rupees Two thousand nine hundred fifty only) including GST @ 18%, as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled

/ Nationalised Bank payable at Haldia, otherwise their offer will be summarily rejected. The Demand Draft / Banker's Cheque should be scanned and scanned copy should be uploaded with Techno-Commercial Bid. In case the aforesaid Bid Document fee (non-refundable) is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.

4.1.9 Refund Of Earnest Money:

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

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

4.1.10 Forfeiture of Earnest Money:

4.1.10.1 The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 1500 hrs. on 09.01.2023 or any extension thereof and expiration of the validity period of the offer including extension thereof.

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

4.1.10.3 If before expiry of validity period of offer of **120** days, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the HDC/SMPK.

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

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

4.1.13 Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.

4.1.14 The offer including Price Bid shall remain valid for acceptance for a period of **120** days from the date of opening of the Techno Commercial bid.

4.2 Site Inspection:

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

4.3 Pre-Bid Conference:

4.3.1 Pre-Bid Conference shall be held on **30.12.2022 at 11 AM** at the Office of EoC at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721607. Interested Tenderers may participate, if they so desire.

4.3.2 The intending tenderers are advised to send their queries vide email to pkdas.hdc@kolkataporttrust.gov.in, cchatterjee.hdc@kolkataporttrust.gov.in & snmandal.hdc@kolkataporttrust.gov.in by **29.12..2022** as per format specified below for discussion during the Pre-Bid Conference –

Sl.	Clause Reference	Query
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4.3.3 HDC, SMPK intends to furnish response to all queries without identifying the sources, in CPPP 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 work etc., which the intending tenderer is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an Addendum/Corrigendum, which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

5. **TENDER EVALUATION CRITERIA**

5.1 Test of Responsiveness:

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

- (i) is received by the due date and time including extension thereof, if any,
- (ii) is signed, sealed and marked as stipulated in this Tender Document,
- (iii) is accompanied by all documents, certificates etc. as mentioned at Annexure-III of the Tender Document.
- (iv) does not show inconsistencies between the details submitted in the tender and the supporting documents,

- (v) has not proposed any deviation in the tender as compared to the terms & conditions, scope of work etc. as detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda.
- (vi) does not have any other inconsistency(ies) in the tender submitted by the Tenderer.

5.2 Clarifications:

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

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

5.3 Confidentiality:

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

5.4 Evaluation of Techno Commercial Offer :

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

5.5 Evaluation of Price Bid:

Evaluation of Price Bid of only techno-commercial qualified bidders will be done.

- 5.5.1 The techno-commercially qualified tenderers whose Grand **Total quoted amount** for all vehicles covering all categories -A ,B&C [aggregate of amounts under Column D=(Column B x Column C) against each type of vehicle for all category] in the **Schedule of Rates (Annexure-IV)** is the lowest , shall be considered as the successful tenderer.
- 5.5.2 If the said lowest Grand **Total Quoted Amount** for all vehicles of the categories taken together is quoted by more than one tenderer, the tenderers concerned will be

required to submit rebate on their originally quoted rates under **Column C** of the Price Bid, in sealed cover within 3 working days from the date of opening of Price Bid, to ascertain the successful tenderer. The tenderer offering the higher/ highest rebate will be considered as the 'Successful Tenderer'.

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

6. Acceptance of Order Letter & Contract Agreement:

- 6.1 After finalization of the tender, HDC, SMPK shall issue Order Letter(s) to the successful bidder(s).

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

- 6.3 Pending execution of Contract Agreement, the Order Letter(s) and its acceptance by the successful Tenderer(s) will be construed as an Agreement between HDC, SMPK and the successful Tenderer(s) for fulfilling the scope of work and obligation of the contract by the successful bidder(s).

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

- 6.5 Engineer of the Contract (EoC):

General Manager (Management & Services), Haldia Dock Complex, SMPK will be the 'Engineer of the Contract'.

- 6.6 Contract Agreement:

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

7. **SPECIAL CONDITIONS OF CONTRACT**

- 7.1 Placement of vehicles for Inspection and Acceptance of HDC, SMPK for the purpose of Commencement of Contract:

- 7.1.1 The successful tenderer(s) shall have to place all the vehicles (as per required specifications) to be deployed under the contract by him along with relevant documents e.g. Certificate of Registration/Blue Book/Smart Card, Road Permits wherever applicable, Fitness Certificates, valid Insurance certificate, PUC, valid Road Tax and other tax certificates in relation to the vehicles ,if any, etc. before EoC or his authorized Representative for inspection and acceptance within **30** days from the issuance of the Work Order by the successful tenderer(s), for which no charge shall paid by HDC.

- 7.1.2 The contractor(s) may place the vehicles for inspection & acceptance in phases if he so desires, within the stipulated time of **30** days.
- 7.1.3 Without acceptance of all vehicles to be deployed under the contract by him, the contract shall not commence. However, in case the contractor(s) is not able to submit valid Road permit of any brand new vehicle that he proposes to deploy under the contract [where the concerned vehicle proposed to be deployed is otherwise as per required specifications & possesses all other required documents] within the stipulated period of 30 days from Work Order concerned, the vehicle will be allowed to be deployed for the purpose of commencement of contract concerned. However, in such case, provisions of clause 7.4.1.1 will apply.
- 7.1.4 After acceptance of the vehicles by the EoC or his authorised Representative against concerned contract, the successful tenderer(s) will be intimated about the details of deployment points of each vehicle. Successful tenderer(s) shall immediately deploy the respective vehicles accordingly.
- 7.1.5 The contract will commence from the date of deployment of all the vehicles under the respective contract(s) at HDC after acceptance of all the vehicles by EoC or his authorized representative, as per the provisions of the tender and Work Order, which will be the 'Date of commencement of contract' .
- 7.1.6 Liquidated Damages:
- 7.1.7 In the event of successful bidder(s) failing to commence the concerned contract for supply, operation & maintenance of vehicles within the stipulated time frame or such extensions thereof as may be allowed by the "Engineer Of The Contract" in writing, the successful bidder(s) shall be required to pay as compensation, and not as penalty, @ ½% of the total order value for delay in supply, operation & maintenance of vehicles of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.
- 7.1.8 HDC, 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 successful bidder(s). The payment or deduction of such damages shall not relieve the successful bidder (s) from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.
- 7.2 Period of Contract:
- The contract concerned shall remain valid for a period 3 years from the 'Date of commencement of the contract'.
- 7.3 Security Deposit:
- 7.3.1 The successful tenderer(s) shall have to keep Security Deposit for amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Syama Prasad Mookerjee Port, Kolkata.

Value of the work	% Security Deposit
Evaluated and accepted value of the contract	3% of the evaluated and accepted value of the contract

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

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

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

7.4 Road Permit:

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

7.4.1.1 In case the contractor is not able to submit Road Permits of any brand new vehicle that he proposes to deploy under the contract concerned within the stipulated period of 30 days from Work Order, further time of one month from the date of deployment of the concerned vehicle at HDC will be allowed without any penalty for obtaining Road Permits failing which, the vehicle will be considered as sub-standard vehicle and provisions of **Clause -7.5** will apply.

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

7.5.1 No relaxation shall be made regarding specifications of the vehicles deployed under the contract as stipulated in the tender document. Vehicles must also possess Registration Certificate/Blue Book/Smart card/ valid insurance certificate. Valid Road Tax and other tax certificates in relation to the vehicle /PUC/Fitness certificate/ Road Permits wherever applicable, as per terms & conditions of this tender document and vehicles without such valid Permits/certificates shall be considered as sub-standard.

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

- 1) 1% of the accepted composite monthly rate per day for the first ten days the said sub standard vehicles is / are supplied;
- 2) 2 % of the accepted composite monthly rate per day for the next ten days of supply of the sub-standard vehicles, and
- 3) 2.5 % of the accepted composite monthly rate per day for next ten days.
- 4) Continuation of supply of sub-standard vehicle beyond 30 days shall be treated as non- supply and compensation as per **Clause-7.6** shall be levied.

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

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

7.6.1 In case the HDC, SMPK is deprived of the use of any vehicle at a duty point during the contractual period under the contract concerned for a day / a number of days in a month, by reason of non-supply, an amount equivalent to 1/30th of the accepted composite monthly rate of the vehicle concerned per day shall be deducted from the payable amount for the month. In addition to the same, a sum equivalent to 50% of the said amount plus GST shall be recovered.

7.6.2 In case of failure on the part of the contractor(s) to supply any vehicle at a duty point during duty hours for certain number of hours on any day, Compensation charge at the rate of Rs. 250/- plus GST per hour or part thereof shall be payable by the contractor to the HDC, SMPK subject to a maximum of Rs. 3000/- plus GST.

7.6.3 Compensation charge at the rate of Rs.600/- plus GST per hour or part thereof shall be payable by the contractor(s) for the time lost if any for refueling/recharging as applicable of the vehicles during duty hours on any day.

7.6.4 In the matter of enforcing the aforesaid stipulation, the decision of EoC shall be final and binding on the contractor(s).

7.7 Periodical Inspection:

7.7.1 During currency of contract, all the vehicles under contract concerned will be subject to periodic inspection by EoC or his authorized representative, and if in his opinion any vehicle is found to be unfit for service under Haldia Dock Complex, the same shall be forthwith replaced by the contractor(s) by another vehicle of required specification and acceptable to the Trustees.

7.7.2 If the contractor does not discontinue the supply of such vehicle to HDC/ SMPK, deduction will be made from the accepted monthly composite amount for such category of vehicle in accordance with the provision of **Clause- 7.5** thereof.

7.7.3 Log Book and Reckonable Kilometerage :

- 7.8.1 Printed Log Books / trip statements in prescribed format shall have to be supplied by the Contractor(s) at his own cost for each vehicle.
- 7.8.2 The Log Books of each vehicle shall be written by the authorized officials of HDC. The concerned contractor or driver of the vehicle shall not write anything in the Log Book. The opening and closing readings of the odometer, elaborate description of the journey etc. shall be recorded in the Log Book on each day and the same shall be signed by the authorized officials of HDC. The corresponding timings shall also be recorded in the Log Book regularly. Each trip shall have to be signed by the users / authorized officials of HDC.
- 7.8.3 In respect of AC Motor Cabs, AC MUVs, Pick-up Truck & Mini Bus, the reading on the odometer of the vehicle at the time of reporting in the morning shall be considered as the opening kilometer reading for the concerned day. The closing kilometer reading for any day shall be the one appearing on the vehicle's odometer at the time of its release. These opening and closing reading of the odometer shall form the basis of calculation of actual run of the vehicle for any given day.
- 7.8.4 Payment shall be made on the basis of odometer readings in respect of trips certified by the using official of the concerned division under which the vehicle is deployed.
- 7.8.4.1 In case the odometer is non-functional and / or the odometer is not functioning properly and / or showing inflated kilometer (in such cases the kilometer shown in the odometer shall not match with the standard kilometerage as per description of the journey), payment to the contractor shall be made on the basis of standard kilometerage as per description of journey certified (by user / authorized official of HDC) in the Log Book.

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

7.9 Payment of bills under the contract:

- 7.9.1 The contractor(s) shall submit a single composite bill comprising all vehicles supplied by him each month to Administration Division upon certification by User Division/ Unit as per the composite monthly rate of the category of vehicle concerned quoted by the successful tenderer & accepted by HDC, SMPK plus applicable GST.
- 7.9.2 For the 1st. month of the contract (in case the contract commences on a day other than 1st of the month), the contractor(s) shall raise bill for that month from the date of commencement of the contract, for which payment will be made on pro rata basis @ 1/30th of the accepted composite monthly rate of the vehicle concerned per day.

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

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

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

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

7.9.5 Payment to the contractor concerned shall be made to the designated bank of the contractor(s) through ECS mode.

For the purpose, the contractor(s) shall submit the following details:

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

7.9.6 Payment to be made against each vehicle shall comprise:

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

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

7.9.8 SMPK shall make deductions as applicable for various non-fulfillments of the Scope of Work and other obligations on the part of the contractor(s) as per the tender conditions from the monthly bills.

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

7.10.1 Overtime charges:

In the event of any vehicle(AC Motor Cabs, AC MUVs) of 12 hours duty are utilized beyond their respective normal duty hours, overtime charges shall be paid at the rate of Rs 168/- per hour plus GST. This would be calculated on daily basis. Payment for overtime charges will be on monthly basis.

7.10.2 Payment for excess kilometerage:

7.10.2.1 Reconciliation of kilometer run for calculation of any excess kilometerage beyond prescribed ceiling level for a vehicle will be done on monthly basis based on the following:

For calculation of amount payable towards excess of KM run of the vehicle at the end of every month, the difference between actual total KM run of the vehicle during the month and the prescribed ceiling Kilometerage of the vehicle, will be considered. Payment for excess kilometerage will be on monthly basis.

7.10.2.2 Based on the above, the GST compliant claim along with required documents/statements shall be raised by the contractor(s) after completion of every month of the contract, to the concerned User Divisions who shall certify the concerned bill and forward the same through Administration Division to Finance Division for payment.

7.10.2.3 In the event of utilization of AC Motor Cabs, AC MUVs, Pick-up Truck & Mini Bus beyond the respective prescribed monthly ceiling KM levels, the contractor(s) shall be paid for such additional utilization beyond prescribed monthly ceiling KM levels as applicable for that period, at the following rates:

Description of vehicles	Rate in Rs. per KM
Motor Cab (AC)	6.00
Maxi Cab (AC)	6.40
Pick Up Truck	11.00
Mini bus	12.70

7.10.2.4 Similarly if in a particular month the monthly km run of a vehicle falls short from the monthly fixed kms run of concerned vehicle, such shortfall will be considered and be recovered at the prescribed rate as mentioned 7.10.2.3 on monthly basis from the monthly composite accepted rate of concerned vehicle.

NOTE : No excess/shortfall of kilometerage from prescribed ceiling level of electric vehicles(EV) is applicable for payment or to be recovered.

7.11 Escalation:

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

NOTE : No escalation is applicable for AC Electric cars.

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

(1) Rate of consumption of AC Motor Cabs	15 K.M /Ltrs.
(2) Rate of consumption of AC MUVs	14 K.M/ Ltrs.
(3) Rate of consumption of a pick-up truck	08 K.M/ Ltrs.
(4) Rate of consumption of a Minibus	07 K.M/ Ltrs.

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

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

7.12 Taxes, Labour Laws and other Regulations:

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

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

Adherence to Rules and Regulations: The contractor shall strictly adhere to all rules and regulations as laid down by the Central/State Govt., Regional Transport Authority and SMP, Kolkata or any other statutory authority in respect of execution of the contract. Responsibility for any non-compliance would be solely on the contractor.

7.12.2 The contractor(s) shall be fully and exclusively liable for the payment of any and all taxes now in force or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter

imposed by any law of the Government /local bodies which are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the contractor(s). The HDC, SMPK shall have no liability whatsoever concerning the employees of the contractor(s) . The contractor(s) shall keep HDC, SMPK indemnified against all losses or damages or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor(s) shall make regular and full payment of wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the HDC, SMPK. The contractor(s) shall be liable to pay any increase of wages / salaries of his employees during the contractual period.

7.12.3 The contractor(s) shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work under the contract including the Motor Vehicles Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, Workmen's Compensation Act, ESI Act, Payment of Wages Act, Bonus Act, Employees Provident Fund Act etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.

7.12.4 The contractor(s) shall defend, indemnify and hold HDC, SMPK harmless from any liability or penalty, which may be imposed by the Central / State Government or local authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work provided by this contract including any liability that may arise out of any accident whether brought by the employees of the contractor or by third parties or by the Central or State Government authority or any sub-division thereof.

7.13 The contractor(s) shall at his cost , arrange all road permits, permission / approval from any authorities as may be required, in connection with plying of the vehicles under the contract.

7.14 The provisions of the EPF & MP Act – 1952 and the rules / schemes framed thereunder shall be applicable to the contractor(s) and his eligible employees engaged for this work. The contractor(s) shall furnish the code number, allotted by the RPFC authority, to HDC, SMPK.

7.15 The contractor(s) shall indemnify the Trustees from the possible future demand of workers / employees engaged by them under this contract, for absorption in HDC, SMPK. It shall be the responsibility of the contractor(s) to address and solve such demands if such a situation arises. HDC, SMPK shall have no liability whatsoever in such matters.

7.16 **Insurance:**

The vehicles provided to the HDC, SMPK at any point of time during the concerned contract period shall be covered by comprehensive insurance as per requirement of law time being in force

7.17 **Non-assignability:**

No part of the contract concerned or any share of interest therein shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever

7.18 The contractor(s) shall buy RFID permits for their drivers for entry into the dock area from the authorized service provider of HDC, at their cost and arrangements.

7.19 Payment of charges for part supply on days of Bandhs, Strikes, etc. called by political parties, Compensation as per **Clause-7.6** shall be applicable for any part supply/non supply.

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

7.21 **Force Majeure:**

7.21.1 Neither party shall be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) FORCE MAJEURE, Act of God or any governmental Act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party. The parties hereto shall make all reasonable endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay, the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations as described in these terms and conditions. Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the contractor(s) like those as set out hereunder or the consequences thereof which may materially and adversely affect the contractor(s) in due performance of its various obligations under the contract.

7.21.2 Notice of Force Majeure Event:

The Contractor(s) shall give notice to 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.

7.21.3 Effect of Force Majeure Event:

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

7.22 Dispute Resolution:

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

7.23 Event of Default Cases:

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

- (a) In case there is delay in commencement of contract concerned beyond 75 days from date of Work Order.
- (b) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.
- (c) If representation made, or documents / certificates submitted or warranties given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) The successful bidder is adjudicated bankrupt or insolvent.
- (e) The successful bidder assigns or transfer job as per provisions of the contract to any third party without permission from HDC-SMPK.
- (f) If the successful bidder, through its employees, get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

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

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

7.24.2 Upon termination of the contract concerned, for any of the reasons the EoC or his authorized representative shall be entitled to carry on the transport services at the risk and expenses of the contractor(s) through any independent agency for the

balance period of the contract and to recover from the contractor in addition to any other amount, compensation or damages that SMPK is entitled to in terms of the other relevant clauses in the tender document. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.

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

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

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

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

If at any time after the commencement of the contract ,HDC, SMPK decides to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works to be carried out , the Engineer of the contract (EoC) shall give notice in writing of the effect to the contractor and contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work

7.26 Contractors to Indemnify SMPK:

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

7.27 Integrity Pact:

The Tenderer shall have signed and submit Integrity Pact format as at **Appendix-XI** along with the techno- commercial bid of their offer, failing which their offer will not be considered any further.

Upon finalization of the offer, the selected bidder shall submit hard copy of Integrity Pact duly filled in and signed under official seal in Rs 100/- Non Judicial Stamp Paper for signing of EoC or authorizes representative of EoC.

8. General Conditions Of Contract:

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

LIST OF DOCUMENTS TO BE UPLOADED

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

1. Certified copies of all work orders and work completion certificates to substantiate the details given under Appendix-IV regarding Essential Technical Capacity.
2. Certificate in the format as given at Appendix-V regarding Essential Financial Capacity certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.
3. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years ending 31.03.2022. If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.
3. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the Tenderer should submit a declaration in this regard.
4. Copy of valid GST Registration Certificate
5. Self certified copy of PAN
6. Copy of certificate from E.S.I.C. and R.P.F.C. indicating respective Code No(s), if applicable. In case the tenderers are not covered under RPFC and ESIC, they must give an Affidavit affirmed before the 1st Class Magistrate as per format given at Appendix-VI and VII as the case may be.
7. Covering Letter by the Tenderer as per Appendix-I
8. Profile of Tenderer as per Appendix- II .
9. Power of Attorneys as per Appendix-IIA .
10. Details of vehicles intended to be supplied as per Appendix- III
12. Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme), if applicable.
13. Indemnity Bond as per format given at Appendix-X
14. Copy of valid certificate of Registration from the Registering Authority, Govt. of West Bengal to work as Motor Transport undertaking under Motor Transport Workers Act and Rules, 1961.
15. Certified copy of Memorandum of Association, in case the tenderer is a company.
16. Partnership deed (duly attested) in case the tenderer is a partnership firm.
17. Copy of the Tender Document duly signed in all the pages without suggesting any deviation in any of the clauses mentioned therein.
18. Copy of Trade License.
19. Scan copy of proof of Earnest Money Deposit & Bid Document Fees.
20. Integrity pact as per the format given at Appendix-XI .
21 Specimen BG Format (EMD) at Appendix-XII .
22. All others supporting documents as indicated in the Tender Document, as may be applicable.

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

Covering Letter

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

Dear Sir,

I/We, (Name of tenderer) having examined the Tender Document including any Addendum/corrigendum thereof and understood its contents, hereby submit the Tender for Supply, Operation & Maintenance of AC motor cabs, A/C Multi Utility Vehicles (MUVs), Pick up Truck and Mini Bus under Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata,

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

Or

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

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

6. I/We shall make available to 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.
7. I/We acknowledge the right to SMPK to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.

8. I/We declare that I/we, are not a Member/associate of any other tenderer applying for qualification under this tender.
9. I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company or any associate is not associated with any other tenderer bidding for the instant work.
10. I/ We also certify the following:-
 - i) I/We have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.
 - ii) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
11. I/we hereby undertakes that I/we will abide by the decision of 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.
12. I/we declare that none of the vehicles to be supplied shall be owned by near ones / relatives of any official of SMPK.
13. 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 anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s) Name:

.....

Designation:

Date: ----- Seal

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

PROFILE OF THE TENDERER

1. (a) Name of the Tenderer:
 (b) Country of incorporation:
 (c) Nature of the Company (whether private or State-owned entity) :
 (d) Address of the corporate headquarters and its branch office(s), if any in India:
 (e) Date of incorporation and commencement of business:

2. Brief description of the Company/Firm including details of its main lines of business:

3. Details of individual(s) who will serve as the point of contact/ communication for the Tenderer:
 (a) Name :
 (b) Designation:
 (c) Company :
 (d) Address :
 (e) Telephone Number:
 (f) E-Mail Address:
 (g) Fax Number:

4. Particulars of the Authorized Signatory of the Tenderer :
 Name :
 Designation :
 Address :
 Phone Number :
 email id :

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

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

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

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

.....
Signature of Authorized Signatory

Name:

Designation:

Date :

Seal :

Date: _____

Signature of the Tenderer & Office Seal

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

Format For Power Of Attorney For Signing Of Tender

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

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

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

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

(Signature with Office Seal)

Date :- Name :-

Place: Designation:-

Address:

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

FORMAT FOR SUBMITTING DETAILS OF THE VEHICLES INTENDED TO BE SUPPLIED**I) Category-A [AC Motor Cabs]:**

	Minimum Capacity & Specification	Capacity & Specification of vehicles intended to be supplied						
		Motor Cab 1	Motor cab 2--	---	---	--	---	Motor cab 18
Make/ Model	Maruti Ertiga, Hyundai Xcent, Honda Amaze, Maruti Suzuki Dzire, or equivalent sedan vehicle .							
Colour	White/ Silver							
Fuel	Diesel /petrol Driven							
Emission Norms	Bharat Stage-IV / Bharat Stage-VI							
Date of registration, as applicable	Not before 01.04.2022.							
Type of registration	Commercial							
Seating Capacity	4 passengers+1 (driver)							
Other Requirements	The motor cab should have good quality cushion sheets and back rest with proper upholstery.							

Note-1: The tenderer is to furnish details as applicable against all the 18 vehicles intended to be supplied by him under this category.

Note-2:) Out of 18 motor cabs at least 06 vehicles (preferably same make) should be bigger vehicle like Maruti XL6, Scorpio, Innova or equivalent with higher CC engine capacity with engine specification of 1450 CC and above, at least six seater and having 03 rows front facing seats.

Date: _____ Signature of the authorized representative of tenderer and office seal.

II) Category-B [AC MUV]:

	Minimum Guiding Capacity & Specification	Capacity & Specification of vehicles intended to be supplied						
		MUV 1	MUV 2	MUV 3	--	--	---	MUV 21
Make/Model	Mahindra Bolero /Mahindra Scorpio or equivalent							
Colour	White/ Silver							
Fuel	Diesel driven							
Emission Norms	Bharat Stage-IV / Bharat Stage-VI							
Date of registration	Not before 01.04.2022.							
Type of registration	Commercial							
Seating Capacity	Minimum 6 passengers + 1(Driver)							
Other requirements	1) The vehicle should have back side door for passenger entrance. 2) The vehicle should have also good quality cushion seats and back rest with proper upholstery.							

Note: The tenderer is to furnish details as applicable against all the 21 vehicles intended to be supplied by him under this category.

Date: _____ Signature of the authorized representative of tenderer and office seal.

III) Category-C [Minibus/ Pick-up-Truck]:

(a) Pick-up-Truck

Description	Minimum Guiding Capacity & Specification	Capacity & Specification of vehicles intended to be supplied
		Pick-up-Truck [01 No.]
Make/Model	-	
Fuel	Diesel Driven	
Emission Norms	Bharat Stage-IV / Bharat Stage-VI	
Date of first registration	Not before 01.04.2022.	
Type of registration	Commercial	
Minimum load Capacity	The truck should have a minimum load capacity of 4-5 tonnes.	
Other Requirements	The truck should be covered, with flexible seating arrangement.	

(b) Minibus

Description	Minimum Guiding Capacity & Specification	Capacity & Specification of vehicles intended to be supplied
		Mini Bus [01 No.]
Make/Model	-	
Fuel	Diesel Driven	
Emission Norms	Bharat Stage-IV / Bharat Stage-VI	
Date of first registration	Not before 01.04.2022.	
Type of registration	Commercial	
Minimum Seating Capacity	Minimum 25 passengers	
Other Requirements	The Minibus should have good quality cushioned seats and back rests and should have a sitting capacity of minimum 25 persons per bus. The Minibus shall have glass windows with arrangements for proper locking, easy and smooth opening and closing and self-locking doors. There should not be any water seepages from the ceilings, windows, etc. Sufficient space shall have to be kept in between the seats and also in between rows for easy movement and comfortable seating /standing. The bus should be of sufficient height for comfortable standing.	

Note: The tenderer is to furnish details as applicable against all the 2 vehicles intended to be supplied by him under this category.

Date: _____ Signature of the authorized representative of tenderer and office seal.

FORMAT FOR DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE

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

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

Details of experience during last 7 years ending on 30.11.2022 (Reference Clause 3.2)

Sl. No	Contract Reference No and the name of the organization who placed the order	Total Contract Value of the Work Order	Whether the contract has been completed. If yes, the date of completion of the work.	In case the contract is on-going, the extent of work completed till 30/11/2022.	Details of work completion certificate

Note :

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

Signature of Authorized Signatory

Name :

Designation :

Date :

Seal

CERTIFIED BY

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

Registration no. & other details

Name of Signatory

Signature.....

Designation

Date

Appendix-V

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

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

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

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

Signature of Authorized Signatory

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Statutory Auditor/Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

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

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

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

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

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

(In case the above Deponent is an enlisted Contractor at 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:

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

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

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

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

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

(In case the above Deponent is an enlisted Contractor at 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 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-VIII

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

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

BANK GUARANTEE FOR SECURITY DEPOSIT

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

Name of Work: Supply, Operation & Maintenance of AC motor cabs,A/C Multi Utility Vehicles (MUVs),Pick up Truck and Mini Bus under Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata,

To,
The Board of Syama Prasad Mookerjee Port ,Kolkata,
15, Strand Road,
Kolkata – 700 001.

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

WHEREAS

The Board of the Syama Prasad Mookerjee Port, Kolkata, a body corporate – duly constituted under the Major Port Authorities Act, 2021, (hereinafter referred to as “The Trustees”) have invited Tender No.

AND WHEREAS

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

AND WHEREAS

One of the terms of the Bid being that the successful Bidder should submit Security deposit in the form of an irrevocable and unconditional Bank Guarantee as a security against the event of the Bidder withdrawing their offer on any ground whatsoever during the period of validity of the offer and/or the Bidder fails to enter into Contract despite the Trustees select the Bidder as the successful Tenderer against the Bid. We, Branch, Kolkata/Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of Rs..... only. We, Branch, Kolkata...../Haldia, do on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... We, Branch, Kolkata...../Haldia, further agree that if a written demand is made by the

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

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

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

4. We, Branch, Kolkata...../Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Bid or to extend the validity period of the Bid or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Bidder and to forebear or enforce any of terms and conditions relating to the said Bid and we..... Branch, Kolkata...../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any forebearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata...../Haldia. 5. We.....

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

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

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

FORMAT OF AGREEMENT

The Board of Syama Prasad Mookerjee Port ,Kolkata THIS AGREEMENT made this day of 20 between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Authority Act, 2021 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part

WHEREAS the Trustees are desirous that certain Works should be executed, viz and have accepted a Tender / offer by the Contractor for the survey, development, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :-
 - a. The said Tender/Offer & the acceptance of Tender/ Offer and its enclosures.
 - b. Drawings, if any
 - c. The General Conditions of Contract.
 - d. Special Conditions of Contract (If any).
 - e. The Conditions of Tender.
 - f. The Specifications.
 - g. Bill of Quantities
 - h. All Trustees' Schedule of rates & prices (if any).
 - i. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

The Seal of _____ was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____

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

On 100/- (Rupees one Hundred) 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 Major Port
Authority Act, 2021).

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 labourers 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 Syama Prasad Mookerjee Port, Kolkata, 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 Syama Prasad Mookerjee Port, Kolkata and its administrator and representatives and also all such possible claim or demand for damages and accidents.

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

APPENDIX –XI

(To be downloaded, filled up in Rs 100/- non Judicial Stamp Paper,
signed, scanned and uploaded)

INTEGRITY PACT

Between

Syama Prasad Mookerjee Port, Kolkata (SMPK) (Formerly **Kolkata Port Trust**)
hereinafter referred to as "**The Principal/ Employer**".

And

M/s. hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Supply, Operation & Maintenance of AC motor cabs, A/C Multi Utility Vehicles (MUVs), Pick up Truck and Mini Bus under Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**. The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL/EMPLOYER to get the contractual work executed and/or to obtain/dispose the desired said stores/ equipment at a competitive price in conformity with the defined specifications/ scope of work by avoiding the high cost and the distortionary impact of corruption on such work /procurement/ disposal and Enabling BIDDERS/ CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section 1 – Commitments of the Principal/ Employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2 –Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted

electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.
- e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3-Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section 4-Compensation for damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section 6- Equal treatment of all Bidders/Contractors/Sub-Contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings. .

Section 8 – Role of Independent External Monitor(IEM):

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.
- (f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within

8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section 9 – Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL/EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONTRACTORS and the BIDDER/CONTRACTOR shall provide necessary information and documents **in English** and shall extend all possible help for the purpose of such examination.

Section 10 – Pact Duration:

The pact beings with when both parties have legally signed it and will extend upto 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder/contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, SMPK.

Section 11 – Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of

Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....

SPECIMEN BANK GUARANTEE PERFORMANCE FOR EARNEST MONEY DEPOSIT
[TO BE EXECUTED BY ANY KOLKATA/HALDIA BRANCH]
(To be submitted on Non-Judicial Stamp Paper of worth not less than Rs.50.00)

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

**BANK GUARANTEE FORMAT
(Earnest Money Deposit)**

To
The Board of Syama Prasad Mookerjee Port ,Kolkata

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

In consideration of the The Board of Syama Prasad Mookerjee Port ,Kolkata, a Body Corporate, duly constituted under the Major Port Authority Act,2021, having agreed to exempt M/s....., a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(hereinafter referred to as "The Contractor

") from cash payment of Earnest Money Deposit in connection with Tender No..... for.....(write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs.....(Rupees.....), we..... Bank Branch, Kolkata...../Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We, Bank.....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, ...

Bank..... Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us.....(Name of Bank),Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, Kolkata/Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

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

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....20--- and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.

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

5. We,Bank.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.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

Annexure-IV

PART – II: PRICE BID

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

SCHEDULE OF RATES**(TENDERER NOT TO QUOTE HERE, QUOTE ONLY ONLINE)**

Sl No	Description of vehicles to be deployed				Monthly ceiling kilometer for the vehicle	No. of Vehicles	Composite rate per month per vehicle excluding GST (In Rs)	Total amount (In Rs)
			Duty Hours		A	B	C	D=BxC
1	Category A	AC Motor Cabs	12 Hrs	1	1400	1		
				2	1800	1		
				3	2000	6		
				4	2200	1		
				5	2300	1		
				6	2400	1		
				7	3500	1		
				8	3600	2		
			24 Hrs	1	2600	1		
				2	2700	1		
				3	3200	1		
				4	4200	1		
			Total of Category A (Sum of Column-D for Category-A vehicles)			18		
2.	Category -B	AC MUVs	12 hrs	1	2200	1		
				2	3300	1		
				3	2500	1		
				4	2400	1		
			24 hrs	1	3800	1		
				2	3300	2		
				3	1300	1		
				4	1600	1		
				5	4800	1		
				6	5400	1		
				7	6200	1		
				8	4400	1		
				9	2800	1		
				10	2400	1		
				11	3100	1		

				12	1500	1		
				13	1900	1		
				14	3900	1		
				15	4000	1		
				16	1700	1		
			Total of Category B (Sum of Column-D for Category-B vehicles)				21	
3.	Category -C	Pick up Truck	24 hrs	1	6000	1		
		Mini Bus (Non A/C)	24 hrs	1	5800	1		
			Total of Category C (Sum of Column-D for Category-C vehicles)				2	
Grand Total (summation of Category A + Category B + Category C) =								

NOTE:

- a) The rate quoted above shall be excluding GST, Parking/ Toll Tax
- b) GST shall be paid extra as applicable
- c) Parking /Toll Tax shall be paid extra at actual.