

**HALDIA DOCK COMPLEX
KOLKATA PORT TRUST
ADMINISTRATION DIVISION**

TENDER NO. : ADMN/0049/DC CAR/2016

E-tender No. : KoPT/Haldia Dock Complex/Admn. Div/6/16-17/ET/252

T E N D E R D O C U M E N T

F O R

SUPPLY OF DRY MAXI CAB (INNOVA)

UNDER HALDIA DOCK COMPLEX

LIST OF ANNEXURE		
Important instructions for E-Tender	:	Annexure-I
General information & instructions to the Tenderers	:	Annexure-II
Commercial Terms & Conditions	:	Annexure-III
Declaration of Tenderer for downloading the Tender Document	:	Annexure-IV
Declaration by the Tenderer	:	Annexure-V
Covering Letter	:	Annexure-VI
Schedule of Rates	:	Annexure-VII
Specimen of Bank Guarantee	:	Annexure-VIII

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

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

Ph. No. 03224 -263178, 265161, FAX :03224-263152

E-mail id: sspandit.haldock@gmail.com, samarb.hdc@gov.in

NIT

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from experienced, bonafide and reliable transport contractors for supply of maxi cab (Innova) under Haldia Dock Complex.

Tender Document and Corrigendum/ addendum/ clarifications, if any, has been hosted in the websites of Kolkata Port Trust, Haldia Dock Complex www.kolkataporttrust.gov.in and MSTC (www.mstcecommerce.com). However, Bid Document Corrigendum/ addendum/ clarifications, if any may be downloaded from MSTC website only. Tenderer should visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	ADMN/0049/DC CAR/2016
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	<u>KoPT/Haldia Dock Complex/Admn. Div/6/16-17/ET/252</u>
d.	Date of NIT available to parties to download	04.10.2016
e.	Offline Pre-Bid Meeting date & time	17.10.2016 at 11:00 hours
f.	Estimated cost	Rs 17.98 lakhs
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 35,960/- (Rupees Thirty Five Thousand Nine Hundred Sixty only) for Part-A to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account is appended hereunder. a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch, b) Account No.: 1604050000310 , c) IFS Code: UTBI0HDCF75 . Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT. Tenderers should deposit Earnest Money before filling and submission of bids. Details of Earnest money remitted should be

			<p>entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting Tenderers : b) E- Tender No. : <u>KoPT/Haldia Dock Complex/Admn. Div/6/16-17/ET/252</u> c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:</p>
	ii)	Bid Document fee	<p>The intending bidders should submit the tender cost of Rs. 500/- (Rupees Five Hundred only) (non-refundable) as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected.</p> <p>Tenderers should deposit bid document fee before filling and submission of bids.</p> <p>Details of Tender Cost remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting Tenderers : b) E- Tender No. : <u>KoPT/Haldia Dock Complex/Admn. Div/6/16-17/ET/252</u> c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:</p>
	iii)	Transaction Fee	<p>Rs. 1034 (Including Service Tax & other charges @15 % on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)</p>
h.	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.		Three working days before the last date of closing of online bidding for the e-tender.
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt		From 24.10.2016 from 11:00 hours
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		27.10.2016 up to 15:00 hours
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately		27.10.2016 from 15:30 hours

Important instructions for E-Tender

This is an e-tender event of HALDIA DOCK COMPLEX. The e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions under General Information to the Tenderer and General Instruction to the Tenderer and also Evaluation Criteria of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves registration of Tenderer with MSTC e-tender portal which is free of cost. Only after registration, the Tenderer(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Tenderer should possess Class III signing type digital certificate. Tenderers are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt</p> <p>1). Tenderer are required to register themselves online with www.mstcecommerce.com → e-Procurement → Psu / Govt depts → Register as Tenderer Filling up details and creating own user id and password → Submit.</p> <p>2). Tenderer will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (Haldia Dock Complex):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>1. Mr. S. S. Pandit, Dy. Manager (Admn) Haldia Dock Complex Ph. No. 03224 265161 Mb. No. 94340 54122 E-mail: sspandit.haldock@gmail.com</p> </td> <td style="width: 50%; vertical-align: top;"> <p>2. Mr. S. Biswas, Asstt. Manager (Admn) Haldia Dock Complex Ph. No. 03224 265117 Mb. No. 94340 32884 E-mail: samarb.hdc@gov.in</p> </td> </tr> </table> <p>Contact person (MSTC Ltd):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in</p> </td> <td style="width: 50%; vertical-align: top;"> <p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</p> </td> </tr> </table> <p>B) System Requirement:</p> <p>i) Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8</p> <p>ii) IE-7 and above Internet browser.</p>	<p>1. Mr. S. S. Pandit, Dy. Manager (Admn) Haldia Dock Complex Ph. No. 03224 265161 Mb. No. 94340 54122 E-mail: sspandit.haldock@gmail.com</p>	<p>2. Mr. S. Biswas, Asstt. Manager (Admn) Haldia Dock Complex Ph. No. 03224 265117 Mb. No. 94340 32884 E-mail: samarb.hdc@gov.in</p>	<p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in</p>	<p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</p>
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	<p>iv) Signing type digital signature v) JRE 7 update 9 and above software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>
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.
3.	All entries in the tender should be entered in online Techno-commercial Bid and Price Bid without any ambiguity.
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch</p> <p>Account Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</p> <p>“The Tenderers shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The tenderer have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the tenderers are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	In case of failure to access the payment towards cost of tender document & EMD for any reason, the tenderer, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) well in advance and verify completion of transaction in respect of tender fee and EMD tenderers are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once documents are uploaded in the library, tenderers can attach documents through Attach Document link against the particular tender. For further assistance, please follow instructions of Vendor Guide.
6	All notices and 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 at the stage of registration of tenderer with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7	(i)	note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
	(ii)	No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprchome/kopt of MSTC Ltd.
8		E-tender cannot be accessed after the due date and time mentioned in NIT.
9		Bidding in e-tender:
	a	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	c	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu/Govt depts → Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.
	d	The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
	e	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
		NOTE: - (a) A bid can be edited any number of times and documents can be uploaded before the final submission of bid (i.e before clicking on Sign & Encrypt). Once the bid has been submitted by clicking on Final Submission, no further editing of bid or uploading of documents is possible.
		(b) A bid can be submitted upto the scheduled closing time of the event. After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well in advance.

	(c) A bid can be withdrawn or deleted prior to the closing time of the event. However in case of withdrawal of bid, no fresh bid can be submitted. On the other hand if a bidder wishes to edit his bid after final submission he may do so by clicking the "Delete Bid" button and re-submit his bid.
a	In all cases, bidder 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.
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/KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
g	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
h	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in Techno-commercial Bid and Price Bid.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of maxi cab can also be taken against defaulting bidders.
18.	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.

GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS

1. Haldia Dock Complex, Kolkata Port Trust invites tender from Experienced, Bonafied and reliable transport contractors / suppliers for Supply of dry maxi cab (Innova) under Haldia Dock Complex.
2. Rates shall include all taxes & other charges excepting Service Tax, if any. Rates shall also include incidental and contingent work, not specifically mentioned in the contract but necessary for its efficient and satisfactory implementation. Rates quoted should be both in figures and words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two rates, quoted in figures or in words shall be construed as correct and valid.
3. The tenderer shall quote rate against item of the 'Schedule of Rates' separately. No alternative mode of offer shall be accepted. Incomplete 'Schedule of Rates' shall liable the tender to be rejected.
4. The 'Price Bid' of only Techno-Commercially qualified bidders will be opened on a schedule date as mentioned SOT (Schedule of Tender).
5. The 'Techno-Commercial Bid' shall contain only the Techno-Commercial Part of this tender document agrees by the Tenderer without price part.
6. The 'Price Bid' shall contain 'Schedule of Rates' duly filled by the tenderer. It is to be noted that 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.
7. The tenderer shall be deemed to have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, and Period of Contract etc.
8. The tender including Price Bid shall remain valid for acceptance for a period of 6 months from the date of opening of the tender.

9. Eligibility Criteria

Work Experience and Financial Capability :-

- a) **The tenderer must possess experience of having successfully completed works of supply and operation of vehicles in transportation of employees in different organizations during a period of last 7 years ending on 30.09.2016 as follows :-**

At least 1 Work order worth not less than	Rs 4.80 lakhs
At least 2 Work orders each worth not less than	Rs 3 lakhs
At least 3 Work orders each worth not less than	Rs 2.40 lakhs

- b) **The tenderer during a period of last 3 years (ending on 31.03.2016) should have Average Annual Financial Turnover of minimum of Rs. 1.80 lakhs**

10. Documents to be enclosed along with Techno-Commercial Bid.
 - a) **Copies of Work Order(s) and Work Execution Certificate of successfully completed works/ contracts in support of their claim of work experience.**
Note: The work execution certificate must contain the following information such as i) Work Order number, ii) Period of contract iii) Actual Payment made for the supply/ works concerned.
 - b) **Copies of Annual Accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2016.**
 - c) **Copy of upto date Professional Tax Payment Challan for the tenderer and his employees.**
 - d) **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.**
 - e) **Copy of valid Trade Licence.**
 - f) **Copy of certificate from R.P.F.C. and E.S.I.C. including respective Code No(s) if applicable.**
 - g) **Certified copy of Memorandum of Association, in case the tenderer is a company.**
 - h) **Partnership deed (duly attested) in case the tenderer is a partnership firm.**
11. The cost of tender document is Rs 500/- (Rupees five hundred only) which is non-refundable & non-adjustable. Tenderer should deposit tender document fee before filling and submission of bids.
12. The tenderer shall furnish the address of his Head Office & Local Office(s) with respective telephone numbers, mobile, fax, e-mail etc., if any.
13. 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.
14. Before submitting the e-tender, the tenderer is advised to make inspection of the supply and running points to get fully acquainted with locations. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.
15. **Pre Bid Meeting:**
 - a. A pre bid meeting will be held on 17.10.2016 at 1100 hrs. at the office of Sr. Dy. Manager (Admin.); Jawahar Tower; Haldia Township- 721607.

- b. The intending tenderers are advised to formulate their queries relating to the scope of work, terms and conditions of tender etc. as well as other clarifications/ details required by them from KoPT and forward the same by 14.10.2016 at 1400 hrs. to the office of Sr. Dy. Manager(Administration), Haldia Dock Complex, Jawahar Tower Annexe Building, P.O. Haldia Township, Dist. Purba Medinipur, West Bengal- 721607 (Fax No. 03224 - 263152, Email- ijroy.hdc@nic.in ; sspandit.haldock@gmail.com so that the same may be discussed / clarified in the pre bid meeting.

16. **Banned or De-Listed Contractors:**

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

NOTE: The tenderer shall also submit the following declarations along with the techno-commercial part of the tender: -

- A declaration that the tenderer(s) are fulfilling the eligibility criteria.
- A declaration that the tenderer(s) have not been de-barred / de-listed by any Govt. / Semi-Govt. / PSUs.
- A declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of HDC.



**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the Admn. Division, Jawahar Tower Annexe,
P.O.: -Haldia Township, Dist.: Purba Midnapore.

E-mail id: sspandit.haldock@gmail.com

Fax No. 03224 263251

Commercial Terms & Conditions:

ANNEXURE –III

Sl. No.	Terms & Conditions	Response
1.	<p>Scope of Work :</p> <ul style="list-style-type: none"> ➤ The work comprises supply and operation of one dry maxi cab as per specification given below (2.1 & 2.2) for official duty of Dy. Chairman, Haldia Dock Complex / Kolkata Port Trust within West Bengal and also to other places as may be necessary from time to time. ➤ The successful contractor shall have to make all arrangements for obtaining route permit, fitness certificate, payment of all taxes, insurance, spares, tyres etc. at his own cost and arrangements for running the vehicles smoothly. The following category of vehicles will be required: <ul style="list-style-type: none"> a. 01 no. dry maxi cab (more than 2000 CC), make Innova, model 2.5G, 7/8 seater, registered as commercial, diesel driven, year of first registration 2016, on monthly hiring basis, which may run up to 31 days in a month. b. This vehicle will be driven by the driver of Haldia Dock Complex. c. The required fuel and lubricant will be provided during utilized by Haldia Dock Complex. 	AGREE
2.	<p>Specification of vehicle:</p> <p>2.1 The contractor shall have to supply good condition maxi cab (Innova) registered as commercial vehicle preferably white or silver colour for the purpose of hiring and acceptable to HDC. The vehicle should have good quality cushion seats and back rests with neat, clean and proper upholstery and should have provided neat and clean towels.</p> <p>2.2 The vehicles should have valid Contract Carriage Permits. All the vehicles supplied by the Contractor shall have such permits / license issued by the concerned authority permitting use of the maxi cab on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license. Trustees shall not</p>	AGREE

	accept any liability whatsoever in the matter.	
3.	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.	AGREE
4.	Price Part of only those eligible bidders whose Techno-Commercial Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
5.	Due date of submission of tender will not be extended.	AGREE
6.	<u>Timings:</u> The vehicle will be hiring for 24 hours in a day.	AGREE
7.	7.1 The contractor shall be liable to pay compensation of Rs.2000/- per day in addition to non payment of daily hire charges for non supply of vehicles. 7.2 If the vehicle is broken down during duty period and not replaced within 1 hour, compensation shall be recovered as per (7.1) on pro-rata basis in addition to non payment hire charges for that particular period. 7.3 Such penalty shall be recovered from the running bill of the contractor. 7.4 In the matter of enforcing the aforesaid stipulation, Sr. Dy. Manager(Admn.), Haldia Dock Complex's decision shall be final and binding on the contractor.	AGREE
8.	<u>Period of Contract :</u> The contract shall remain valid for a period of three years from the date of commencement of work. The rates quoted by the tenderer in the 'Schedule of Rates' shall accordingly remain valid for the said period of three years and shall not undergo any variation whatsoever. Successful tenderer shall be supplied the vehicle within one month from the date of placement of work order. Otherwise, same should be treated as non supply of vehicle and penalty will be imposed in terms of clause no. 7.1 of the commercial terms & conditions of tender document.	AGREE
9.	<u>Termination of Contract Either in Part or In Full :</u> 9.1 If at any time during the period of contract it is observed that maxi cab is not being supplied as per desired specification and / or the maxi cab is not being operated and maintained properly and / or the legal obligations in respect of supply of maxi cab is not being fulfilled by the contractor, the Sr. Dy. Manager (Administration), HDC through his authorized representative shall assess the	AGREE

	<p>position and if he is of the opinion that the conditions of the maxi cab and / or operation of the maxi cab is not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the contractor and / or the necessity of hiring maxi cab no longer exists, Sr. Dy. Manager (Administration), HDC shall terminate the full or part of the contract after giving 15 days notice and his decision in the matter shall be final and binding on the contractor.</p> <p>9.2 Upon termination of the contract, for any of the reasons indicated in clause- 10.1, the Sr. Dy. Manager (Admn.), HDC shall be entitled to carry on the transport services at the risk and expenses of the contractor through an 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 Trustees are entitled to in terms of the other relevant clauses in the contract. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.</p>	
<p>10.</p>	<p><u>Running and Maintenance :</u></p> <p>10.1 The maxi cab on hire shall be kept in good operative condition at all times during the period of contract.</p> <p>10.2 Procurement of spares, tyres etc. shall be arranged by the contractor at his own cost.</p> <p>10.3 All maintenance, repairs, check up etc. shall be arranged by the contractor at his own cost.</p> <p>10.4 In case of breakdown / accident or withdrawal of the maxi cab (Innova) by the contractor for any reasons whatsoever, suitable replacement shall immediately be made by the contractor by providing another maxi cab (Innova) of required specification and acceptable to Trustees.</p> <p>10.5 In case of abandonment of the work of supplying maxi cab to the Trustees within the contract period, the Trustees shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.</p>	<p>AGREE</p>
<p>11.</p>	<p><u>Contractor to Indemnify KoPT :</u></p> <p>The contractor shall indemnify and keep indemnified KoPT and its every member, officer and staff of the KoPT against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the contractor in due performance of his obligation under this contract.</p>	<p>AGREE</p>
<p>12.</p>	<p><u>Earnest Money :</u></p> <p>12.1 Earnest Money of Rs. 35,960/- and cost of Tender Document of Rs. 500/- shall be deposited by the tenderer along with the</p>	<p>AGREE</p>

	<p>tender through RTGS or NEFT as mentioned Scheduled of Tender (SOT).</p> <p>12.2 Tenders submitted without Earnest Money and cost of tender document shall be rejected outright and their Techno Commercial bids will not be opened.</p> <p>12.3 The Earnest Money is liable to forfeiture if the tenderer submits any forged documents or after submitting the tender withdraws from or modifies his offer unilaterally.</p> <p>12.4 The Earnest Money deposited by the unsuccessful tenderers shall be refunded without any interest after finalization of the tender.</p>					
<p>13.</p>	<p>Security Deposit:</p> <p>13.1 The successful tenderer shall have to keep Security Deposit for amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust:-</p> <table border="1" data-bbox="316 943 1286 1048"> <thead> <tr> <th>Value of the work</th> <th>% Security Deposit</th> </tr> </thead> <tbody> <tr> <td>More than Rs 10,00,000/- and upto Rs.20,00,000/-</td> <td>10% on first Rs 10,00,000/- +7.5% on on balance amount</td> </tr> </tbody> </table> <p>13.2 The Security Deposit shall have to be deposited in the form of Demand draft on any nationalized bank in favour of Haldia Dock Complex; Kolkata Port Trust and payable at Haldia or in Bank Guarantee [in a non Judicial Stamp paper of denomination of Rs. 50/- or more] and as per enclosed proforma within a month from the date of commencement of the contract. If the successful tenderer fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the running bill of the selected contractor for the first six months proportionately.</p> <p>13.3 The Security Deposit shall be held by the Sr. Dy. Manager (Administration). HDC as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.</p>	Value of the work	% Security Deposit	More than Rs 10,00,000/- and upto Rs.20,00,000/-	10% on first Rs 10,00,000/- +7.5% on on balance amount	<p>AGREE</p>
Value of the work	% Security Deposit					
More than Rs 10,00,000/- and upto Rs.20,00,000/-	10% on first Rs 10,00,000/- +7.5% on on balance amount					
<p>14.</p>	<p>Payment of Bills:</p> <p>14.1 Payment shall be made within 20 days (HDC/KOPT office working days) after the date of submission of clear and complete bill in all respect by the party.</p> <p>14.2 The contractor shall submit bills (4 copies) every month along with the relevant log books and trip statements duly signed and filled to the office of Sr. Dy. Manager (Admn.).</p>	<p>AGREE</p>				

	<p>14.3 Payment to the contractor shall be made directly to the designated bank of the contractor through ECS mode.</p> <p>For which they/he would have to submit the following details:-</p> <p>1) Bank A/c No. 2) Name of Bank 3) Name of Branch; 4) Branch Code; 5) IFS Code (if applicable) 6) Full address of Branch 7) FAX No. & Phone No. of Branch</p>	
<p>15.</p>	<p><u>Supply of Sub Standard maxi cab:</u></p> <p>15.1 No relaxation shall be made regarding specifications of the maxi cab as stipulated in Clause 2 hereinbefore.</p> <p>15.2 In case the contractor provides vehicles which do not fulfill any/all of the specifications as mentioned in Clause 2 of commercial terms & conditions hereinabove, it will be treated as non supply of vehicles. Compensation under these circumstances will impose under clause (7.1) above of commercial terms & condition of Contract.</p> <p>15.3 The Sr. Dy. Manager(Admn.)'s decision in the matter shall be final and binding on the contractor.</p>	<p>AGREE</p>
<p>16.</p>	<p><u>Log Book and Reckonable Kilometer age :</u></p> <p>16.1 Printed Log Book in prescribed format shall have to be supplied by the Contractor at his own cost for maxi cab.</p> <p>16.2 The Log Book shall contain the following items :-</p> <p>Date, maxi cab No., Route No. , Description of each trip, Km travelled against each trip, total kilometer run in a day, releasing and reporting time.</p>	<p>AGREE</p>
<p>17.</p>	<p><u>Placement of maxi cab for Inspection before commencement of contract:</u></p> <p>17.1 The contractor shall place the maxi cab (as per specifications) intended to be supplied to the Trustees along with relevant papers e.g. Blue Book, Contract Carriage Permit etc. before Sr. Dy. Manager(Admn.) for his inspection and acceptance within 15 days from the receipt of the order by the contractor for which no charge shall paid by HDC.</p> <p>17.2 If the contractor fails to act as per clause 18.1 below, the contractor shall be liable to forfeiture of the Earnest Money without prejudice to any other action the Trustees may deem fit to take and the tender shall be liable to be rejected.</p>	<p>AGREE</p>

<p>18.</p>	<p>Periodical Inspection During Contract Period :</p> <p>18.1 During currency of contract all the maxi cab will be subject to periodic inspection by Sr. Dy. Manager(Admn.), and if in his opinion the maxi cab(Innova) is found to be unfit for service under Haldia Dock Complex , the same shall be forthwith replaced by the contractor by another maxi cab of required specification and acceptable to the Trustees.</p> <p>18.2 If the contractor does not discontinue the supply of sub-standard maxi cab(Innova) to the Trustees, the rate of fixed charge for such sub-standard maxi cab shall be paid in accordance with the provision of Clause 16 thereof.</p>	<p>AGREE</p>
<p>19.</p>	<p>Contract Carriage Permit :</p> <p>The maxi cab supplied by the Contractor shall have permits / license issued by the concerned authority permitting use of the maxi cab on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license. Trustees shall not accept any liability whatsoever in the matter.</p>	<p>AGREE</p>
<p>20.</p>	<p><u>Taxes, Labour Laws and other Regulations :</u></p> <p>20.1 The contractor shall fulfill all legal obligations in respect of supply of maxi cab. Trustees shall accept no liability whatsoever in the matter and also in case of accident, the liability towards the driver, passengers and the third party etc. shall be borne by the successful contractor.</p> <p>20.2 The contractor shall be fully and exclusively liable for the payment of any and all taxes now or hereafter imposed, increased or modified and all taxes now in force and hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government /local bodies which are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the contractor. The Trustees shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep the trustees indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the Trustees. The contractor shall be liable to pay any increase of wages / salaries of his employees during the contractual period. However, Service Tax shall be paid extra as applicable.</p>	<p>AGREE</p>

	<p>20.3 The contractor shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work including the Motor Vehicles Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, Industrial Dispute Act, 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.</p> <p>20.4 The contractor shall defend, indemnify and hold Trustees 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 the third parties or by the Central or State Government authority or any sub-division thereof.</p> <p>20.5 The contractor shall also be responsible for compliance of all regulations and restrictions imposed under the MV Act as applicable.</p> <p>20.6 The contractor shall at his cost arrange all road permits, permission / approval from any authorities whatsoever, in connection with plying of the maxi cab.</p> <p>20.7 The provisions of the EPF & MP Act – 1952 and the rules / schemes framed there under shall be applicable to the contractor and his eligible employees engaged for this work. The contractor shall furnish the code number, allotted by the RPFC authority, to Trustees.</p>	
21.	<p><u>Insurance :</u> The maxi cab (Innova) provided to the Trustees at any point of time during the contract period shall be covered by comprehensive insurance.</p>	AGREE
22.	<p><u>Non-assignability :</u> No part of the contract or any share of interest therein shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever.</p>	AGREE
23.	<p><u>Deployment of supervisor for daily co-ordination :</u> The contractor shall depute one of his supervisors at the office of Sr. Dy. Manager (Admn.) during office hours for day to day co-ordination. No extra charge shall be paid for this.</p>	AGREE

24.	<p><u>Contract Agreement</u> :</p> <p>The contractor shall be required to execute at his own cost and expenses a “Contract Agreement” on a Non-Judicial Stamp paper valued at Rs. 50/- or more signed jointly with HDC under official seals. Form of such agreement will be available in the office of the Sr. Dy. Manager (Administration).</p>	AGREE
25.	<p><u>Evaluation Criteria of Tender</u> :</p> <p>Evaluation will be done subject to fulfilling pre-qualification criteria and all required conditions including acceptance to terms & conditions contained in the tender, evaluation of the offers received from tenderers who will be found techno commercially qualified by KoPT as per provisions of this tender will be based on the minimum financial involvement to the port.</p>	AGREE
26	<p><u>Payment of charges for part supply on days of Bandhs, Strikes etc.:-</u></p> <p>Payment of fixed charge on such days would be made on pro-rata basis on the basis of actual period of supply.</p>	AGREE
27	<p><u>Force Majeure:</u></p> <p>27.1 Force Majeure Event – Force Majeure Event shall mean any event or circumstance or a combination of events and/or circumstances which materially and adversely affect the successful bidder in due performance of its various obligations under the contract.</p> <p>27.2 Notice of Force Majeure Event – The successful bidder shall give notice to Haldia Dock Complex, Kolkata Port Trust in writing of the occurrence of the Force Majeure Event [“the Notice”] as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.</p> <p>The notice shall inter-alia, include full particulars of:</p> <p>(a) The nature, time or occurrence and extent of the Force Majeure Event with evidence in respect thereof,</p> <p>(b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the successful bidder to perform its obligations under the contract,</p> <p>(c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and</p> <p>(d) Any other relevant information.</p> <p>27.3 Period of Force Majeure – Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in respect of the Force Majeure</p>	AGREE

	<p>Event until the earlier of:</p> <p>(a) Expiry of the period during which the successful bidder is excused from performance of its obligations in accordance with clause 9.1.</p> <p style="text-align: center;">Or</p> <p>(b) Termination of the contract pursuant to clause 9.2 hereof.</p> <p>27.4 Performance Excused – The successful bidder, to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.</p> <p>27.5 Resumption of Performance – During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify Haldia Dock Complex, Kolkata Port Trust of the same in writing.</p> <p>27.6 Extension of time for performance of obligations – Haldia Dock Complex, Kolkata Port Trust may grant extension of time to the successful bidder for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by Haldia Dock Complex, Kolkata Port Trust.</p> <p>27.7 Termination due to Force Majeure Event – If the period of Force Majeure continues or is in the reasonable judgment of the parties 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 revised terms.</p>	
28	<p><u>GENERAL CONDITIONS OF CONTRACT</u></p> <p>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 Sr. Dy. Manager (Administration), Jawahar Tower Annexe Building, Haldia Township, Haldia, Purba Medinipur.</p>	AGREE

ANNEXURE –IV**(To be downloaded, filled up, signed, scanned and uploaded)****Sr. Dy. Manager (Admn)
Haldia Dock Complex****Tender No. ADMN/ 0049/DC CAR/2016****Name of work: SUPPLY OF MAXI CAB (INNOVA) UNDER
HALDIA DOCK COMPLEX, KOLKATA PORT TRUST.****Name of the company:****Address:****Contact Person Name:****Phone:****Fax:****E-Mail Address:**

Have you studied the Pre-Qualification requirement of the selected tender? Yes/ No

Is the company having valid Payment of Professional Tax for tenderer and his employees? Yes/ No

Is the company having valid Certificate from RPFC & ESIC? Yes/ No

Is the company having Service Tax Registration Certificate? Yes/ No

Is the company having valid Trade Licence & Labour Licence? Yes/ No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT? Yes/ No

Is the company furnish the documentary evidence against pre-qualification criteria along with his offer? Yes/ No

Is the company confirm that the hard copy of tender being submitted is Identical to the one downloaded from our web site? In case the same is found altered/ modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tender. Yes/ No

I / We agree to submit the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Pre- Qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC our tender shall be rejected by HDC without any correspondence in this regard. Strike out whichever is not applicable for you.**Date: _____****_____
Signature of the Tenderer & Office Seal**

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

DECLARATION BY THE TENDERER

- I / We have carefully examined and fully understood the General Information & Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
- I/ We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.
- I / We have agreed to the Techno-Commercial part of this tender document and have accepted the same with the Techno-Commercial part of my/our offer.
- I / We have signed all the pages of the Price part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
- I / We have submitted copies of the required documents as mentioned at Clause 10 of the "General information & Instructions to Tenderers".
- I/We have submitted copy of valid Service Tax Registration Certificate. My/Our service tax Code number is _____.
- I/We declare that I/We have not been debarred or de-listed by any Govt. or quasi – Govt. agencies or PSUs in India.
- My local office and Kolkata office addresses and contact nos. are

Address	Telephone	Fax
----------------	------------------	------------

Date :

**Signature of the tenderer
with office seal.**

Witness :-

	Name	Address	Signature
1			
2			

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

Covering Letter

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

Dear Sir,

1. We, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit the Tender for supply of dry maxi cab under Haldia Dock Complex, Kolkata Port Trust.
2. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
3. We acknowledge the right to KoPT to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We also certify the following:-
We/any of the consortium members have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.
5. We declare that:-

We have examined and have no reservations to the Tender Document issued by KoPT thereon.

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.

6. We understand that KoPT reserves the right to accept or reject any tender and to annual 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.

7. _____ (Name of Tenderer) hereby undertakes that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney

Holder(s).....

Name:

Designation:

Date:

Seal

ADMN/0049/DC CAR/2016
KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

TENDER DOCUMENT
FOR
SUPPLY OF DRY MAXI CAB (INNOVA)
UNDER
HALDIA DOCK COMPLEX

PRICE PART

[Must be submitted through <http://www.mstcecommerce.com/eprochome/kopt>]

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**SCHEDULE OF RATES**

Sl. No.	Description	Rate in Rs.	Unit
I(A)	FIXED CHARGE :- Monthly charge for providing one good conditioned dry maxi cab (more than 2000 CC), Innova, model 2.5G, 7/8 seating capacity, registered as commercial, diesel driven, year of first registration 2016, on monthly hiring basis as mentioned in the scope of work, specification of vehicles & Commercial Terms & Conditions of Contract and acceptable to the Trustees, operating the same within the stipulated timings per day, maintaining the vehicles at all times in good and perfect condition, including payment of all taxes, duties, insurance premiums, etc, obtaining required fitness certificates, permits, licences as may be necessary, providing all necessary spares, tyres, etc. required for smooth and efficient running of the vehicles as per terms and conditions of the contract other than fuel and lubricant. Service Tax, GST etc. shall be paid extra as applicable.	Rs. _____	Maxi cab (Innova) per month

Bill shall be raised per maxi cab per month basis.

SPECIMEN BANK GUARANTEE PERFORMANCE / SECURITY DEPOSIT

[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 OF MAXI CAB UNDER HALDIA DOCK COMPLEX**

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

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

WHEREAS

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

AND WHEREAS

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

AND WHEREAS

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

We, Branch, Kolkata/Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of Rs..... only.

We, Branch, Kolkata...../Haldia, do on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....

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

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

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

4. We, Branch, Kolkata...../Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Bid or to extend the validity period of the Bid or to postpone for any time or from time to time any of the powers exercisable by the Trustees

against the Bidder and to forebear or enforce any of terms and conditions relating to the said Bid and we..... Branch, Kolkata...../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata...../Haldia.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

KOLKATA...../ HALDIA

(Official seal of the Bank)

Note :

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