



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

TENDER NO.: Admn./T/007/I/2016-2019/1
E-tender No.: KoPT/Haldia Dock Complex/Admn. Div/13/16-17/ET/391

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

F O R

TRANSPORTATION OF PAPERS AND OTHER MATERIALS
BETWEEN ADMINISTRATION OFFICE, JAWAHAR TOWER ANNEX
BUILDING, HALDIA TOWNSHIP AND KoPT HEAD OFFICE AT 15 STRAND
ROAD, KOLKATA –700001

UNDER

HALDIA DOCK COMPLEX

**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: jroy.hdc@nic.in, snmandal.hdc@nic.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 courier service agencies for transportation of papers and other materials between Administration office, Jawahar Tower Annex Building, Haldia Township and KoPT Head office at 15 strand road, Kolkata –700001 under Haldia Dock Complex having their office at Haldia for above purpose are eligible for participating in the tender

Tender Document and Corrigendum/ addendum/ clarifications, if any, has been hosted in the web sites 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./T/007/I/2016-2019/1
b.	MODE OF TENDER	e-tender 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 is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	<u>KoPT/Haldia Dock Complex/Admn. Div/13/16-17/ET/391</u>
d.	Date of NIT available to parties to download	09.12.2016
e.	Estimated cost	Rs 4.51 lakhs
f.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 9200/- (Rupees ninety two Hundred only) 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 entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder : a) Name of remitting Tenderers : b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:
	ii) Tender/Bid Document Cost	The intending bidders should submit the tender cost of Rs. 300/- (Rupees three hundreds only) (non-refundable) as per the payment mode as mentioned

			<p>above alongwith their offer otherwise their offer will be summarily rejected. 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. : c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:</p>
	iii)	Transaction Fee	Rs. 260/- (Including Service Tax & other cesses @15% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)
h .		Last date of submission of EMD & Bid Document fee at HDC.	Before submission of the tender (The bidder has to ensure submission of UTR in respect of EMD & Bid Document Fee during submission of the bid on line).
		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 <u>bidding for the e-tender.</u>
i.		Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eproc/home/kopt	09.12..2016 at 17:00 hrs.
j.		Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	23.12.2016 at 14:00 hrs.
k.		Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. Price Bid shall be informed separately	23.12.2016 after 15:00 hrs.

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ANNEXURE- I

Important instructions to bidders 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. J. Roy Sr. Dy. Manager(Admn) Haldia Dock Complex Ph. No. 03224 263178 Mb. No.94340 63328 E-mail: jroy.hdc@nic.in</p> </td> <td style="width: 50%; vertical-align: top;"> <p>2. Mr. S. Mandal, Dy. Manager (Admn) Haldia Dock Complex Ph. No. 03224 263307 Mb. No. 94340 64472 E-mail: snmandal.hdc@nic.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>iv) Signing type digital signature</p> <p>v) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet</p>	<p>1. Mr. J. Roy Sr. Dy. Manager(Admn) Haldia Dock Complex Ph. No. 03224 263178 Mb. No.94340 63328 E-mail: jroy.hdc@nic.in</p>	<p>2. Mr. S. Mandal, Dy. Manager (Admn) Haldia Dock Complex Ph. No. 03224 263307 Mb. No. 94340 64472 E-mail: snmandal.hdc@nic.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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	Options→ custom level
2.	<p>(A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price Bid: All the Techno-Commercially qualified bidders will be asked to participate in the auction for which date & time will be intimated separately and thereafter Price Bid will be opened electronically for selection of H1 bidder.</p>
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/eprochome/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 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 business 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.

ANNEXURE-II**GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS**

1. Haldia Dock Complex, Kolkata Port Trust invites tender from Experienced, Bonafied and reliable courier service agencies for transportation of papers and other materials between Administration office, Jawahar Tower Annex Building, Haldia Township and KoPT Head office at 15 strand road, Kolkata –700001 under Haldia Dock Complex having their office at Haldia.
2. Rates shall include all taxes & other charges etc. if payable, 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 each items 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.
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 90 days from the date of opening of the tender.

9. PRE-QUALIFICATION CRITERIA OF BIDDERS (Eligibility Criteria)

Work Experience and Financial Capability :-	
a)	The tenderer must possess experience of having successfully completed works as a courier Service provider to Govt./Public/ PSU/Industrial House a period of last 7 years ending on 31.10.2016 as follows :- Either i) Three completed works each costing not less than 40% of 4.51 lakhs . ii) Two completed works each costing not less than 50% of INR 4.51 lakhs . iii) One completed work costing not less than 80% of INR 4.51 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. 1.35 lakhs

10. Documents to be enclosed (uploaded) 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 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.
d)	Copy of Service Tax Registration Certificate. In case Service Tax Registration Certificate is not applicable, this is to be established by the applicant /tenderer with appropriate document /certificate from Central Excise.
e)	Copy of valid Trade Licence.
f)	Certified copy of Memorandum of Association, in case the tenderer is a company.
g)	Partnership deed (duly attested) in case the tenderer is a partnership firm.

11. The cost of tender document is INR **300/-** (Rupees three hundred only) which is nonrefundable & 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 points where the materials to be collected and delevary 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. **Due date of submission of tender will not be extented** under any situation.
16. a) 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-VI.
- 16 (b) Bidder's information as per Annexure -VII
- 16(c) Power of Attorney ,If applicable. : Annexure -VIII

HALDIA DOCK COMPLEX

Administration Division, Jawahar Tower Complex,
P.O.: - Haldia Township, Dist.: Purba Medinipur,
PIN: 721607, West Bengal.
FAX: 03224-263152

ANNEXURE –III

Commercial Terms& Conditions

Sl. No.	Terms & Conditions	Response
1.	<p>Scope of Work :</p> <p>The work comprises of –</p> <p>(a) Weighing and collecting papers and documents in a small and well protected water proof carry bag, (and any other papers/materials, if required) from HDC's Administration Office of Jawahar Tower Annex Building, Haldia Township, Dist. Midnapore on every working day between 1700 hours and 1730 hours and transporting the same to Kolkata so that it reaches Haldia Co-ordination Cell at KoPT Head Office at 15 Strand Road, Kolkata-700001 by 1000 hours on the next working day. In case of emergency the receiving person may have to wait beyond 1730 hours occasionally at Haldia end.</p> <p><u>AND</u></p> <p>(b) Weighing and collecting papers and documents in a small and well protected water proof carry bag (and any other papers/materials, if required) from Haldia Co-ordination Cell at our Head Office at 15 Strand Road, Kolkata-700001 on every working day between 1700 hours and 1730 hours and transporting the same to Haldia so that it reaches Administration Office of Jawahar Tower Annex Building, Haldia Township, Dist. Midnapore by 1000 hours on the next working day. In case of emergency the receiving person may have to wait beyond 1730 hours occasionally at Kolkata end.</p> <p>Annual Average break up of trips ,weight carried etc, has been given at Annexure-XI for better understanding and assessment.</p>	AGREE
1.1	The contractor will have to provide a bag as mentioned above and weigh the bag at its own arrangements before taking delivery at both Kolkata and Haldia end.	AGREE

Sl. No.	Terms & Conditions	Response
2.	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
3.	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
4.	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender. General Conditions of Contract is also available at KoPT website (www.kolkataporttrust.gov.in).	AGREE
5.	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
6.	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
7.	VALIDITY : The tender shall remain open for acceptance for a period of 90 days from the date of opening of the Techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
8.	NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive, if : i) 90 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition. ii) Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
9.	EARNEST MONEY AND SECURITY DEPOSIT : i) For the unsuccessful bidder, the Earnest Money received will be refunded or released without any interest subject to the provisions made in clause above. ii) The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit and balance security money will be deducted in accordance with clause 3.4 (f) & (g) of GCC of the contract. The GCC of the contact may be seen in the website of Kolkata Port trust.	AGREE

10.	<p><u>PRICES :</u></p> <p>i) Quoted Price(s) should remain firm during the period of Contract. No price escalation is admissible during the period of Contract. No Price escalation is admissible other than statutory increase in Taxes & Duties. In case of decrease in rates of statutory taxes & duties, the price would be correspondingly decreased.</p>	AGREE
11	<p><u>EVALUATION CRITERIA :</u></p> <p>Subject to fulfilling all required conditions including acceptance to terms & conditions contained in the tender document, evaluation of the offer will be based on the minimum financial involvement to the Port based on quoted rates of the tenderer to be calculated as follows:-</p> <p>Yearly financial implication = (Rate quoted per trip X 494) +(Rate quoted per excess Kg X 7904) .</p> <p>The figure are detailed at Annexure –IX</p>	AGREE
12.	Due date of submission of tender will not be extended.	AGREE
13	<p><u>Period of Contract :</u></p> <p>The contract shall remain valid for a period of three (03) 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.</p>	AGREE
14	<p><u>TERMINATION OF CONTRACT :</u></p> <p>14.1 If at any time during the period of contract it is observed that performance of the contractor are not satisfactory and/or the legal obligations in respect of the work are not being fulfilled by the contractor and/or the requirement of transportation of the above cotton bag and/or the papers/materials (as indicated in Clause-1) no longer exist, the Sr Dy. Manager (Administration), HDC through his authorized representative shall assess the position and if he is in the opinion that the quality of the service given by the contractor is not to the satisfaction of the management and/or the legal obligations in respect of the work are not being fulfilled by the contractor and/or the requirement of transportation of the above cotton bag and/or the papers/materials (as indicated in Clause-1) no longer exist, 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>14.2 If any time during the period of contract it is observed that the requirement (as indicated in Clause -1) no longer exist, Sr Dy.Manager (Administartion) ,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>	AGREE

	<p>14.3 Upon termination of the contract, for any of the reasons indicated in 14.1, the Sr Dy.Manager (Admn), HDC shall be entitled to carry on the transportation service 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>In case in change in policies of the organizations, the contract may be discontinued by the trustees giving one month notice.</p>	
15	<p>PAYMENT: Payment shall be made strictly as per provision of the "Scheduled of Rates". No other charges whatsoever shall be admitted separately except service tax at actual. The contractor shall submit bills(5 copies) every month along with the relevant job completion certificate duly certified by the concerned officials both at Kolkata and Haldia end.</p>	AGREE
16	<p>b) Payment to the contractor shall be made through ECS for which they/he would have to submit the following details:-</p> <ol style="list-style-type: none"> 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 	AGREE
17	<p>CERTIFICATION FOR PAYMENT : Printed form of job completion certificate in the prescribed format (Annexure-X) shall have to be supplied by the contractor at his own cost.</p> <p>The form in respect of job completion certificate are to be certified by the concerned officials at Kolkata and Haldia end will form the proof of the dispatch and delivery of the materials as indicated in Clause-1 above. The corresponding timings of delivery of materials also have to be recorded in the form of job completion certificate regularly. The details certified record in the concerned job completion certificate shall be the basis of payment.</p> <p>Payment shall be made within 30 working days from the date of submission of clear bill.</p>	AGREE

18	<p><u>Deployment of Operating personnel :</u></p> <p>The contractor shall maintain sufficient number of personnel at his own cost and arrangement for smooth and efficient service for the subject work.</p>	<u>AGREE</u>
19	<p><u>Deployment of Supervisor for day to day co-ordination :</u></p> <p>The contractor shall depute one of his Supervisors in the office of the Sr Dy Manager (Administration) and in the Haldia Co-ordination Cell Office at 15, Strand Road, Kolkata-700001 during office hours daily for day to day co-ordination. No extra charge shall be paid for this. The contract number of the supervisor should be communicated to this office for emergency communication .</p>	AGREE
20	<p>ACCEPTANCE OF TENDERS :-</p> <p>The Trustees are not bound to accept the lowest or any tender and reserve the right to accept a tender in full or in part and / or reject any tender in full / in part without assigning any reason thereof.</p>	AGREE
21	<p><u>LIQUIDATED DAMAGES :</u></p> <p>i) If the successful bidder fails to execute the stipulated work as directed by the authority, within the time scheduled, the bidder shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ Rs 40/- per hour of part thereof subject to maximum of Rs 250/- per day.</p> <p>ii) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the successful bidder. The payment or, deduction of such damages shall not relieve the successful bidder from his obligations to complete any other liabilities and obligations under the contract.</p>	AGREE
22	<p><u>FORCE MAJEURE :</u></p> <p>(a) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors.</p> <p>(b) Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory</p>	AGREE

	evidence in support of its claim. Based on the evidence ,Sr Dy Manager(Administration) shall either reject or allow the application and his decision shall binding on the contractor.	
23	<p>CONTRACT LABOUR LAWS:</p> <p>The contractor shall fulfill all legal obligations in respect of the contract. Trustees shall accept no liability whatsoever in the matter.</p> <p>i) 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 increased, imposed 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 compensation 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 of 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 or wages/salaries of his employees during the contractual period.</p> <p>ii) The contractor shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work including Minimum Wages Act, Contract Labour (Regulation and Abolition) Act,1970, Industrial Disputes Act, 1947, Shops and Commercial Establishment Act, Factory Acts, Workmen's Compensation Act, ESI Act, Payment of Wages Act, bonus Act Employees' Provident Funds Act etc. and such other applicable under Central/State Acts from time to time and take such steps as may be deemed necessary in this regard.</p> <p>iii) The contractor shall defend, indemnify and hold the Trustees harmless from any liability or penalty, which may be imposed by the Central, State or local authorities by Reason of any regulations or requirements and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of 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>	AGREE

24	<p>INDEMNIFICATION :</p> <p>The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –</p> <ul style="list-style-type: none"> a) The Minimum Wages Act, 1948. b) The Dock Workers (Regulation Of Employment) Act, 1948 c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 d) The Dock Workers' Safety, Health & Welfare Act , 1986 e) The Payment of Wages Act, 1936. f) The Workmen's Compensation Act, 1923. g) The Employees Provident Fund Act, 1952. h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971. i) The Payment of Bonus Act, 1965. j) The Payment of Gratuity Act, 1972. k) The Equal Remuneration Act, 1976. l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989 m) Child Labour (Prohibition and Regulation) Act, 1986. n) The Maternity Benefits Act 1961 o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act , 1979. 	AGREE
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Annexure-IV

UN-PRICED COPY OF BILL OF QUANTITIES

Sl. No	Description of item	Rate (Rs)	Bidders acceptance for the work
1	Rate per trip for weight up to 10 Kg per trip (Trip means either Haldia to Kolkata or Kolkata to Haldia)	UN-PRICED COPY	Agreed only
2	Rate per excess Kg (excess means weight beyond 10 kg. per trip)	UN-PRICED COPY	Agreed

Date_____

Signature & Office Seal
Of the Tenderer

NB . Bill shall be raised per bus per month basis.

Note: The Service Tax ,if applicable, the rate of the same should not be included in the rate quoted.

ANNEXURE-V

DOCUMENTS TO BE UPLOADED

Pre-Qualification Criteria of Tenderers:

1. Credential as per criteria given below :-

PRE-QUALIFICATION CRITERIA OF BIDDERS :

Following documents (photocopy) for meeting the pre-qualification criteria should be uploaded otherwise their offer would be rejected:-

The bidder will have to produce the original documents or any additional documents, if asked for to satisfy the authority.

Credential:-	
a)	The tenderer must possess experience of having successfully completed works as a courier Service provider to Govt./Public/ PSU/Industrial House a period of last 7 years ending on 31.10.2016 as follows :- Either i) Three completed works each costing not less than 40% of 4.51 lakhs. ii) Two completed works each costing not less than 50% of INR 4.51 lakhs. iii) One completed work costing not less than 80% of INR 4.51 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. 1.35 lakhs

Documents to be uploaded 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 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.
d)	Copy of Service Tax Registration Certificate. In case Service Tax Registration Certificate is not applicable, this is to be established by the applicant /tenderer with appropriate document /certificate from Central Excise.
e)	Copy of valid Trade Licence.
f)	Certified copy of Memorandum of Association, in case the tenderer is a company.
g)	Partnership deed (duly attested) in case the tenderer is a partnership firm.

ANNEXURE-VI

DECLARATION OF THE BIDDER

Sr. Dy. Manager (Administration)
Haldia Dock Complex

I / We have carefully examined and fully understood the General Instructions to Bidders, the Commercial terms and Conditions of the Contract, KoPT, 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.

I / We accept all the terms & conditions of the Tender Document (Admn./T/007/I/2016-2019/1).

I / We have deposited requisite Earnest Money for the tender.

I / We have submitted copies of the required documents as mentioned at Annexure- V of the Tender Document.

I/We declare that I/We have not been banned or delisted by any Government or Quasi-Government Agency or PSU in India.

My local office and Registered office (if any) addresses and contact details are –

Address	Telephone	Fax	E-Mail Address

Date:

Signature of the bidder with office

seal

Witness:-

Sl. No.	Name	Address	Signature
1			
2			

ANNEXURE-VII

BIDDER'S INFORMATION

Sr. Dy. Manager (Admn),
Haldia Dock Complex

Tender No.

Admn./T/007/I/2016-2019/1

Name of work/Item Description:

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from resourceful, experienced and bonafide and reliable courier service agencies for transportation of papers and other materials between Administration office, Jawahar Tower Annex Building, Haldia Township and KoPT Head office at 15 strand road, Kolkata –700001 under Haldia Dock Complex having their office at Haldia

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 Current valid Professional Tax Payment Challan (PTPC)?

Yes / No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT?

Yes / No

Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.

Yes / No

Are you authorised Agencies for the tendered subject ? Please indicate your status.

I / We agree to upload 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 liable for rejection.

Date:

Signature of the bidder with office

seal

ANNEXURE- VIII

Format of Power of Attorney

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least INR 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 Kolkata Port Trust (KoPT) 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 :-

ANNEXURE- XI

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

SCHEDULE OF RATES

E-Tender No.: KoPT/Haldia Dock Complex/Admn. Div/13/16-17/ET/391

Sl. No	Description of item	Rate (in Rs)	
1	Rate per trip for weight up to 10 Kg per trip (Trip means either Haldia to Kolkata or Kolkata to Haldia)	In figure	
		In words	
2	Rate per excess Kg (excess means weight beyond 10 kg. per trip)	In figure	
		In words	
Note: The Service Tax ,if applicable, the rate of the same should not be included in the rate quoted			

b) No condition shall be made in the "Scale of Rates"

Date_____

Signature & Office Seal
Of the Tenderer