

**KOLKATA PORT TRUST  
(Kolkata Dock System)**

ADMINISTRATION DEPARTMENT

TENDER NO. : ADMN/T/ 157 Dated: 02.04.2018

**TENDER DOCUMENTS & SPECIFICATIONS**  
**FOR**  
**ENGAGEMENT OF AGENCY FOR PROVIDING MESSENGER SERVICE**

Last date of submission	Upto 1400 hours on 14.05.2018
Date & time of opening of Techno-commercial bid of Tender	At 1530 hours on 14.05.2018

15, Strand Road,  
Kolkata – 700 001

Price: Rs.500/- (Non-refundable)

Kolkata Port Trust

**KOLKATA PORT TRUST**  
**ADMINISTRATION DEPARTMENT**

**TENDER NOTIFICATON**

**TENDER NO. : ADMN/T/ 157 Dated: 02.04.2018**

**Subject: Engagement of Agency for providing Messenger Service**

Sealed tenders in prescribed form are invited from Agencies for providing messenger service to different offices of Kolkata Dock System (KDS) of Kolkata Port Trust (KoPT) for three years.

i)	E Tender Document Fee	Rs.500/-
ii)	Earnest Money	Rs. 37,500/-
iii)	Availability of Tender Document online	From 16.04.2018 to 07.05.2018 during Office Hours (except Saturdays, Sundays & holidays)
iv)	Pre-bid Meeting	At 1500 hours on 02.05.2018 at Conference Room, KoPT Head Office.
v)	Last date of submission of Tender	Upto1400 hours on 14.05.2018.
vi)	Date & time of opening of Techno-commercial bid of e-Tender	At 1500 hours on 14.05.2018.
vii)	Opening of Price Bid	Will be announced later

Tender document may be seen online and the prospective tenderers may download the complete tender document from KoPT's website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) or from the portal of MSTC viz; [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt). No offline transaction in this regard will be entertained.

The Trustees reserve the right to reject any or all the tenders fully or partly without assigning any reason thereof. KoPT is not bound to accept the lowest tender(s) in part or in full and/or may distribute the contract between two or more Tenderers without assigning any reason.

Secretary

KOLKATA PORT TRUST  
ADMINISTRATION DEPARTMENT  
15, STRAND ROAD,  
KOLKATA – 700 001

GENERAL INSTRUCTIONS TO TENDERERS

To,  
M/s.....

Dear Sirs,

Subject: Tender for Engagement of Agency for providing Messenger  
Service for three years.

E tenders are invited from Agencies for providing messenger service to different offices of KDS of KoPT for a period of three years, with effect from 03.06.2018, in accordance with the conditions of contract, where the messengers would be required to deliver and collect different documents/letters/booklets/books to & from different offices located in Kolkata. Rate Schedule, Form of Tender etc. are attached herewith.

2. Earnest money deposit:

Each tenderer (**save the MSME Register ones**) have to deposit Earnest Money Deposit of Rs. 37,500/- by RTGS/ NEFT to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender (which is normally 45 days, or if the successful bidder fails to furnish the Performance Security (Security Deposit) within the specified period. After the award of the contract, the Earnest Money will be refunded without interest to all unsuccessful bidders. The Earnest Money of the successful bidder shall be returned after submission of the performance security by the Supplier / Contractor.

3. Refund/adjustment of earnest money deposit:

The amount of Earnest Money will be refunded to the unsuccessful tenderer(s) without interest, through A/C payee cheque/ECS, after finalization of the tender (& against surrender of the relevant original TR).

In case of the successful tenderer(s), the Earnest money will be converted into a part of Security Deposit for which a fresh Treasury Receipt will be issued (against surrender of the relevant original TR towards EMD). Delay or failure to deposit Security Deposit either in cash or in Bank Guarantee or in combination of cash and bank guarantee, will render the Earnest Money liable to forfeiture by KoPT. The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

#### 4. **Security Deposit (SD)**

4.1 Successful Tenderer will submit Security Deposit for a sum Equivalent to 10% of the "Total Evaluation Value of the Contract for Three Years" within 7 days from the date of receipt of intimation in this regard, through A/c Payee Demand Draft or Banker's Cheque executed in favour of 'Kolkata Port Trust" from a Commercial / Nationalized /Scheduled Bank having office at Kolkata, valid for three years & six months, is acceptable in case the amount of SD exceeds Rs. 5 Lakhs.

4.2 If the bidder fails to deposit SD within the stipulated period of 7 days, the EMD will be liable to be forfeited. If after deposition of SD, the contractor fails to take up the job within the stipulated period of 10 days or fails to execute the job upto the satisfaction of KoPT or abandons the work partially or fully, the SD will be liable to be forfeited upon termination of the contract. In addition, the contractor may be suspended for the period of three year on account of his lapses.

#### 5. **Refund of Security Deposit (SD)**

The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them, subject to the following conditions:

- a) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by KoPT.
- b) The contractor shall have to apply for the refund of Security Deposit. Before releasing the Security Deposit, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the contractor may furnish the certificate in the following format :

"I/We hereby certify that there are no claims against KoPT under contract No.....for the job..... except to the extent of the claims preferred by me/us as per the under-noted bills already submitted to you."

6. This is essentially a rate contract valid for three years from the date of awarding the contract on the successful tenderer.

#### 7. **Pre-qualification criteria :**

The intended tenderer should submit necessary documents indicating work experience during the last 7 years as under :

No of completed job(s)	Minimum Value of each Contract (Rs.)
Completed One job	14,99,472/-
Completed two jobs	8,43,453/-
Completed three jobs	5,62,302/-

All related work orders along with completion certificates for each work should be submitted with the offer.

**Note:**

- **“Similar works” mean providing logistic support by providing messenger/courier/mail delivery service to Govt./PSU/Local Bodies / Autonomous Bodies/Private institutions etc.**

**8. Validity period of tender:**

The tender shall remain valid for acceptance for a period of 6 (six) months from the date of opening of the price part of the tender. If any tenderer withdraws his/their tender before the aforesaid six months, the Earnest Money deposit will be liable to be forfeited.

**9. Deviation from the conditions of tender:**

It is impressed upon the tenderer that the instant tender should be based on the conditions and specifications stipulated in the tender documents and that the tenderer shall not stipulate his own terms and conditions in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tender and make evaluation of tenders difficult and accordingly, will render such tender liable to rejection/cancellation. However, if the tenderer feels that deviation is unavoidable, he should place the same, clause-wise, with justification, in the Pre-Bid meeting. The decision taken during the aforesaid Pre-Bid meeting on the proposed deviations will, however, be binding on the tenderers.

**10. Manner of submission of tender:**

THE TENDER must be uploaded on line in **TWO PARTS** ( Part -I Techno- commercial Bid and Part- II Price Bid as follows:

**PART-I :** To be Uploaded in **“Techno-Commercial Bid for Providing messenger services to General Administration Department of KDS:**

**Tender No. Admn / T / 157 / Dated 02/04/2018”** will contain:

- (i) Company Particulars (as per **Appendix ‘A’**)
- (ii) Earnest Money (Clause 4.6)

- (iii) Power of Attorney (Clause 4.2)
- (iv) Undertaken in the form of Affidavit that all terms and conditions to the contract is agreed to by the Supplier to be uploaded in lieu of uploading complete NIT duly signed (with seal and date) by the authorized signatory of the bidder on each page (Clause 4.3)
- (v) Techno-Commercial Specifications (**Appendix 'B'**)
- (vi) Performance Certificate(s) along with Job Completion Certificate(s) from other user(s)/client(s)

**Part-II: To be uploaded in "Price Bid for Providing messenger services to General Administration Department of KDS**

**Tender No. Admn / T /157 / Dated 02/04/ 2018"** will contain:

- (i) Only Price Bid as per **Appendix 'D'**.

**11. Last Date of Submission:** E- Tenders must be submitted on line **latest by 14.00 hrs. on 14/05/ 2018** after which no tender shall be accepted.

**12. Opening of Tender:**

**Part-I** of the Tender shall be OPENED at **15.30 hrs. on 14 / 05 / 2018** at the Conference Room of Kolkata Port Trust Head Office in presence of representatives of the intending bidders. One authorized representative of each bidder may be present at the time of opening of Part-I. The person representing the bidder should carry a **Letter of Authority** to be issued by the authorized signatory of the bidder. **Price Bids** will be opened later and will be notified to the techno-commercially qualified Bidders only.

Tenderers may note that non-submission of any of the aforesaid documents / non-fulfillment of any of the aforesaid criteria, might lead to disqualification of their offers.

**11. Termination of contract:**

The contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors & for such cancellation, KoPT will under no circumstance be liable for any financial repercussion to the contractor:-

- a) Breach of any terms and conditions of contract.
- b) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage/loss to the property/material of KoPT or any inconvenience to the KoPT.

The decision of the Chairman, KoPT to this effect, shall be final & binding on the contractor.

**12. Adherence to Rules & Regulations:**

The contractor shall strictly adhere to all rules and regulations as laid down by the Govt. of India, State Government and Kolkata Port Trust or any other statutory body in respect of execution of the contract.

13. **Insurance:**

Kolkata Port Trust will not be responsible for any injury, fatal or otherwise, to the personnel engaged by the contractor during the course of execution of the contract and the Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained.

14. **Income Tax:**

The Tax deduction at source will be made from all payments made to the contractor under this contract. The T.D.S will be deducted from the contractor's bill at source, at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or any amendment thereof.

15. **GST**

GST, shall be paid by the Trustees, on actual basis as per prevailing rates .

16. **Pre-bid Meeting:**

All Tenderers are advised to attend the Pre-bid meeting in order to make themselves fully aware of the work conditions. In the event of non-attendance of the Pre-bid meeting by the Tenderers, it would, however, be presumed that the tenderer has fully considered all factors, risks & contingencies which will have direct & indirect impact on his expenses & profit from the work and no correspondence from the tenderer/contractor in this regard would be entertained. The 'Record Note of Discussion' of the Pre-bid meeting, if circulated, would also be made available in the website of Kolkata Port Trust. Any prospective tenderer may download the 'Record Note of Discussion' of the Pre-bid meeting from the website of Kolkata Port Trust, if circulated, and take necessary action accordingly.

17. **Expense regarding preparation/submission of tender:**

Kolkata Port Trust will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.

Secretary

## SPECIAL CONDITIONS OF CONTRACT

### 1. Document

A 'document' will be either of the following having specific and separate entry in the dispatch slip.

- i) A single letter with or without enclosures.
- ii) Composite statement/list/chart consisting of one or multiple pages, with or without a forwarding letter.
- iii) A book/booklet.
- iv) A sealed envelope of any size and weight.

### 2. Scope of work:

- I) The successful tenderer will have to collect /deliver documents from/at various offices which will generally be as follows and to deliver KoPT Head Office at Strand Road:-

SCI's office at Strand Road, SBR's Office, Marine House, Navy Office, Office of Mooring Master, Fairfield, Office of ES, DM's office, MM Dept, No. 8 Workshop, Office of SE Rly, Office of DCPD, NSD, KPD, Subhas Bhawan, HSD Office, CRO's Office, Centenary Hospital, PSO Office, Dock Vigilance office, CDLB Office, Fire Office, Fair Weather House Institute, 51, C.G.R Road, Hide Road Institute, EJC, National Maritime University, GRSE, Port Fire Station, SPPS, WPPS, Offices of National Union and Calcutta Port & Shore Mazdoor Union, Libyan Tea Warehouse, Model Centre, CIWTC office, Offices within Taratolla Colony, Quarters situated on/in Port Land Park, Nimak Mahal Road, Dock dispensary and workshop, Dumayune Avenue, Brace Bridge Road, Remount Road, CGR Road, Taratolla Colony. The list is not exhaustive.

### II) Collection

The successful tenderer will have to collect documents from the following points at the time mentioned against it, on all working days:-

<b>Name of the office</b>	<b>Time of collecting documents</b>	<b>Frequency</b>
(I) Central Receipt & Despatch Section (CRD), Administration Dept, KoPT, 15, Strand Road, Kolkata – 1 (II) Office of CE Department at 15, Strand Road, Kolkata -700001	By 10-00 hours	All working days of KoPT Head Office
Other offices (& not quarters) mentioned in paras 2 (I) & 2(II) above of 'Special Conditions of Contract'	By 17-00 hours	



The Despatcher attached to the Offices/Sections, will get the Despatch Slips prepared prior to the stipulated time and hand over the same to the contractor's representative along with the documents meant for despatch.

The Contractor will have to get the Despatch Slips printed at his/her own cost in the proforma given in **Appendix K**. The Despatch Slips will be in triplicate (each copy showing the same serial No.) each having different distinguishing colors (say, White, pink & yellow). The Despatch Slip will have serial Nos. marked on them. The given format of the Despatch Slip, however, would be finalized in consultation with the successful tenderer.

IV) Delivery

- i) Office addressee shall include the Receiving Section of the offices or the individual addressee.
- ii) Documents should be delivered within 24 hours from the time of receipt of documents.

V) Acknowledgement

- i) The Despatch Slip duly acknowledged by the addressee should be returned to the respective sender within 3 days from the day of delivery of the last document covered by the relevant Despatch Slip.
- ii) In the event of detection of fake acknowledgement or forgery of any kind, the services of the contractor will be liable to be terminated and Security Deposit will be liable to be forfeited.

3. **Penalty:**

a) Late Delivery

- i) If the documents are not delivered within 48 hours from the time of receipt of documents, Rs.2/- per document per day of delay (beyond 48 hours) would be deducted as damage.
- ii) In case the Despatch Slip is not returned within the time frame mentioned against Para 2 (V) [i], damage @ Rs 10/- per Despatch Slip per day of delay, would be deducted.
- iii) The contractor shall ensure that all documents not delivered by him, are returned with the respective Despatch Slip, within 5 days from the day of receipt of documents. Failure to do so would attract damage as per Clause 3 (b) below.

b) Documents neither delivered nor returned

If a document is neither delivered nor returned as stipulated in Clause 3(a)[iii] above, damage @ Rs.100/- per document, would be deducted from the monthly bill payable to the contractor.

c) Failure to collect documents for delivery

If the contractor fails to collect documents from any or all sender(s) on any working day, Rs.500/- per day of non-collection would be deducted from the monthly bill payable to the contractor, as damage.

N.B. Saturdays, Sundays & Holidays of KoPT Head Office will not be counted for the purpose of calculation of any kind of delay on the part of the contractor.

4. **Risk Purchase:**

Without prejudice to any of its legal rights, KoPT shall have the power to recover the said amount of Damage as in clause 3 above, from any money due or likely to become due to the contractor. The payment or deduction of such damage shall not relieve the contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the contractor's failure & at the absolute discretion of Secretary, KoPT, the work may be ordered to be completed by some other agency at the risk & expense of the contractor, after a minimum three days' notice in writing, has been given to the contractor by the Secretary, KoPT or his representative.

5. **Force Majeure**

In the event of the contractor/KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike, etc., the affected party shall forthwith but in no case later than 24 hrs. from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

6. **Dock Permit**

The successful Tenderer will have to obtain Dock Permits for all its messengers/staff who would be required to enter inside the dock premises, **free of cost**, from Supdt. (Permit) of Traffic Dept, KoPT. Even the messengers/staff that would be required to enter into dock premises once in a while should have valid dock permit.

7. **Messenger/staff of the contractor:**

The contractor must maintain adequate number of messenger/staff to ensure smooth operation and timely despatch of documents. The contractor will also be liable for the conduct of his /their messenger/staff inside the docks as well as in all the offices/quarters where his/their personnel would call. Secretary may, at his discretion, direct the contractor to discontinue the services of any of its employees for performing duties under this contract only.

A list of persons to be deployed for messenger service shall be provided to KoPT with a declaration of their antecedent verification as per format at **Appendix L**.

**8. Rates to be fully inclusive of all expenditure:**

The successful tenderer must have cleared all duties and otherwise complied with all rules and regulations of the Central & the State Government.

KoPT shall not be liable to pay any money apart from applicable GST to the contractor at all in way of operation of this contract, except for specific charges quoted by him/them and all other charges/costs should be borne by the contractor.

**9. Escalation:**

During the period of contract for 3 years, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials or any other items. However, if rates of applicable taxes & duties(GST, etc) are altered, the revised rates of taxes & duties will be payable by KoPT.

**10. Terms of payment:**

The contractor will submit monthly bills enclosing copies of relevant Despatch Slips generated by the Central Receipt & Despatch Section and certificates from all other offices that also generated Despatch Slips during that month, to the Central Receipt & Despatch Section, KoPT Head Office and the bills after being duly certified, will be forwarded to the office of FA&CAO, for payment.

KoPT pays contractors' bills through ECS. For this, the successful tenderer shall furnish the following information immediately after receipt of intimation in this regard:-

- i) Bank Account No. of the contractor
- ii) Type of Account – Savings/Current/Cash Credit
- iii) Name of the Bank with IFS Code No.
- iv) Address of the branch :
- v) MICR No.
- vi) PAN/ GSTIN No

Accordingly, the successful contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from KoPT.

**11. Compliance of relevant Acts, Ordinances etc.:**

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 and statutory amendment & the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.

The contractor shall indemnify KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

12. **Dispute:**

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

All disputes will be subject to the jurisdiction of High Court at Calcutta only.

13. **Formal Work Order:**

Formal Work Order will be placed on the successful tenderer after receiving confirmation as to the deposit of the Security Deposit.

14. **Damage & loss to private property & injury to workmen:**

The contractor(s) shall at his (their) own expenses reinstate and make good to the satisfaction of KoPT and pay compensation for any injury, loss or damage accrued to any property or rights whatever including property and rights of KoPT (or Agents/servants or employees of KoPT), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the contractor(s) shall indemnify KoPT against all claims enforceable against KoPT (or any Agent, servant or employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation Act or otherwise.

15. **SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:**

The successful bidder will enter into a formal agreement with KoPT, (at **Appendix J**) before the start of the contract & shall commence work within one month from the date of receipt of Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the bidder. If the selected bidder withdraws his bid or fails to enter into the agreement, his order shall be liable to be cancelled and his EMD, accordingly, will be forfeited.

16. **Estimated Quantum of work:-**

On an average, the following numbers of documents are sent every month –

Name of the offices from where the contractor would receive and deliver documents	Name of destination	Avg. number of documents sent every month
(i) Central Receipt & Despatch Section, HO (ii) Civil Engineering Department at HO	Different offices at dock area	1200
51 C. G. R. Road CMM's Office	Central Receipt & Despatch Section, Head Office	1200
Centenary Hospital	Dock Dispensary and workshop in addition to above	
HSD Dock Welfare Office	Central Receipt & Despatch Section, Head Office	2200
Hide Road Training Institute		
Taratala Welfare Office		
CRO's Office		
HM(P)'s Office		
HM(R)'s Office		
DM's Office		
MM's Office		
ES's Office		
SBR's Office		
Fairfield		
TM's Office		
PSO		
CDLB		

Please note that the number of documents shown above is indicative and may vary widely, without any notice to the contractor. The total No. of documents on a given day may be higher/lower than the above figures and contractor should be in a position to deliver the same, as per agreed rates, terms and conditions. The above list of offices is **not an exhaustive one**.

17. **Reporting of Representative:**

The contractor shall depute one of his representatives at the office of Secretary, KoPT during 10 a.m. and 12 noon on every Monday (in case Monday is a holiday for KoPT, then Tuesday) during the contractual period, for proper co-ordination. No extra charges shall be paid for this.

18. **Evaluation criteria of the price bids:**

The tenderers will have to quote only monthly (month means "Calendar month") lump sum charge for delivery and collection of documents amongst the offices/quarters enumerated in clauses 2(I) & 2 (II) of 'Special Conditions of Contract'. Taxes & duties, (GST), as and if applicable, should be indicated separately. In other words, KoPT would only pay the monthly charge to be quoted by the contractor, irrespective of number of documents the contractor will be required to deliver. Statutory rates and taxes such as GST, etc; if applicable, will be paid by the trustee as per prevailing rates at that time in addition to the monthly charges.

The successful tenderer will be the firm for which the monthly charge will be the least.

19. **NON- RESPONSIVE BIDDER :-**

**The offer/tender shall be treated as non-responsive, if it :**

- (i) is not accompanied by requisite earnest money /NSIC Registration certificate/ MSME Registration Certificate with DIC Certificate
- (ii) is not accompanied by requisite tender paper cost /NSIC Registration certificate / MSME Registration Certificate with DIC Certificate
- (iii) validity of the offer is less than tender stipulation,
- (iv) does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.
- (vi) is not accompanied with the photo copy of ESI/ EPF/ GST Registration, etc. or Affidavits as per Appendix
- (vii) if the tender is conditional.
- (viii) if all the documents required as per (Appendix B) are not uploaded.
- ix) PAN, Audited (wherever necessary) Balance Sheet & Profit & loss statement, upto date Professional Tax Challan.

In addition to above, a bidder may be disqualified if –

a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

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Encl : Appendices –'A, B, C, D, E, F , G, H, I, J, K & L'

APPENDIX-'A'

**[ TO BE SUBMITTED IN COVER -I ]**

Name of the Firm/Bidder: \_\_\_\_\_

Name of the Authorized Signatory: \_\_\_\_\_

Official Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Cell Phone No.: \_\_\_\_\_

Trade License No.: \_\_\_\_\_ (Attach attested Photocopy)

PAN / TAN \_\_\_\_\_ (Attach attested Photocopy)

GST IN No. \_\_\_\_\_ (Attach attested Photocopy)

Bank Particulars:

Name of the Bank / Branch \_\_\_\_\_

Account Type: \_\_\_\_\_ A/C No.: \_\_\_\_\_

MICR No: \_\_\_\_\_ IFSC Code No.: \_\_\_\_\_

Authorized Signatory of the Tenderer  
(with official Seal and

date)

## **APPENDIX - B**

### **(CHECK-LIST FOR DOCUMENTS TO BE UPLOADED IN PART-I)**

- (i) Scanned copy of the following documents to be uploaded.
- (ii) Valid Trade License.
- (iii) Valid Professional Clearance Certificate / Up to date tax payment challan.
- (iv) Proof of possessing valid Employees' Provident Fund (EPF) Account / EPF Registration Certificate.
- (v) Proof of being registered with Employees' State Insurance Corporation (ESIC) ,ESI Registration Certificate or Affidavit as per Appendix F & G
- (vi) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualified criteria.
- (vii) GST IN Registration Certificate
- (viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e.2014-15, 2015-16 and 2016-17). The same should be audited as per relevant norms wherever required.
- (ix) PAN Card.
- (x) Bank Draft/Pay Order etc. regarding EMD & cost of Tender documents / valid NSIC Certificate in respect of the nature of work in NIT.
- (xi) Self declaration of the bidder that the Bidding Firm has not been debarred /de-listed by any Govt./Quasi Govt./Public Sector Undertaking in India.
- (xii) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be is / are not associated with any other firm bidding for the same work.
- (xiii) A list of works which are in hand at the time of submitting the offer.
- (xiv) Undertaking of the tenderer to be submitted as per enclosed Pro-Forma in Appendix-F & G) .



(xvi) Upload a declaration that they agree to all the terms and conditions of the tender in the prescribed format as mentioned in Clause 4.3 above.

(xvi) Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non judicial stamp paper accompanying the offer shall indicate such authorization which should be uploaded with Techno commercial bid in terms of clause 4.2 above

(xvii) Tender must be submitted on line in **TWO PARTS** ( Part -I Techno-commercial Bid and Part- II Price Bid ) as detailed in clause 4.8 above.

Deponent

APPENDIX C

Particulars of Cost of Tender Document & Earnest Money Deposit

[TO BE UPLOADED WITH TECHNO-COMMERCIAL BID]

A Cost of Tender Document:

Detail Particulars of deposit of Amount by RTGS/ NEFT (Date of Remittance, Name of the bank, & Branch, UTR No. )	Amount ( In Rs.)
	500/- (Rupees five hundred only)

B. Earnest Money Deposit:

Detail Particulars of deposit of Amount by RTGS/ NEFT (Date of Remittance, Name of the bank, & Branch, UTR No. )	Amount ( In Rs)
	Rs. 37,500/- (Rupees Thirty seven thousand five hundred ) only

Date :

Authorized Signatory of the Tenderer  
(with official Seal and date)

**Bill of Quantity**

Nature of charge	Amount exclusive of GST ( in Rs. per month)	
	In Figures	In words
A	B	C
All inclusive monthly (month means "Calendar month") charge for delivery of documents amongst the offices/quarters enumerated in clauses 2(I) & 2(II) of 'Special Conditions of Contract', irrespective of number of such documents.		

GST will be paid extra at applicable rates.

Signature of the witness along  
with address

Signature of the Tenderer along with  
official seal

Date:

**NOTE :**

Evaluation will be made on the basis of Total Amount at Column No. B / C above( as mentioned in clause 18 of Special conditions of contract). In case there is any discrepancy in between the amount quoted in Column B and Column C, the lesser amount will be considered.GST as applicable will be paid extra.

**(Proforma of Performance certificate/credential of works)**

<b>1.</b>	Name of the Certifying Authority:	
<b>2.</b>	Name of the work :	
<b>3.</b>	Name of the Contractor :	
<b>4.</b>	Schedule date of commencement and completion of the work as per Work Order :	
<b>5.</b>	Date of actual commencement of work & date of actual completion :	
<b>6.</b>	<p>i) If there is time overrun, whether delay is due to the contractor (Yes/No.):</p> <p>ii) If yes, what is the extent of delay attributable to the contractor :</p>	
<b>7.</b>	Sanctioned Tender value & Actual value executed :	
<b>8.</b>	Quality of work (Excellent/satisfactory/poor) :	
<b>9.</b>	Remarks (If any) :	

**APPENDIX-F**

**On Rupees Fifty Non-Judicial Stamp Paper.**  
**INDEMNITY BOND**

BY THIS BOND I, Shri/Smt. \_\_\_\_\_ son  
of  
Shri/Smt. \_\_\_\_\_ residing at  
\_\_\_\_\_ by occupation  
\_\_\_\_\_ the Partner/Proprietor/Director  
\_\_\_\_\_ having office at \_\_\_\_\_,  
am a tenderer under General Administration Department, Kolkata Port Trust (A  
Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is  
not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of  
General Administration Department, Kolkata Port Trust against all damages and  
accidents to the Labourer of Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the  
tenderer/contractor named herein above shall indemnify the Kolkata Port Trust  
against all damages and accidents occurring to the Labourers of the  
Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal  
and/or claimed by the Kolkata Port Trust during the execution of the work stated in  
the NIT No. **Admn./T/157 dated 02/04/2018.**

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

IN WITNESS WHEREOF I, \_\_\_\_\_, the  
Partner/Proprietor/Director \_\_\_\_\_ hereto set  
and seal this the \_\_\_\_\_ day of \_\_\_\_\_ in the year  
\_\_\_\_\_ at \_\_\_\_\_

**Signature of the**

**Indemnifier**

**Sureties :**

**1. Signature :**

**Name :**

**Address :**

**2. Signature :**

**Name :**

**Address :**

**3. Witnesses :**

**Signature :**

**Name :**

**Address**

**APPENDIX G**  
**On Rupees Ten Non-Judicial Stamp Paper.**  
**BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT\_.....**

**AFFIDAVIT**

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

1. **THAT** I am the proprietor/Partner of ..... Having office at ..... and  
carrying on business on the said name and style.
  
2. **THAT** my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no  
valid E.S.I. Registration.
  
3. **THAT** the present affidavit is to be filed before the Kolkata Port Trust as per the  
Clause No.8 of the Tender Notice **No.Admn/T/157 dated 02.04.2018 regarding**  
**'Engagement of Agency for providing Messenger Service' of General**  
**Administration Department of KoPT Head Office, for a period of 36**  
**months from the date of placement of work order.**
  
4. **THAT** the statements made above are all true to the best of my knowledge and  
belief.

**DEPONENT**

**Identified by me**

**APPENDIX- H**

**To be filled up by the Tenderer**

1. Name of the Tenderer : .....
2. Address of the Tenderer : .....  
.....
3. Address of the Kolkata office of the Tenderer : .....  
.....
4. Name, Telephone Nos. of the contact persons of the aforesaid office at Kolkata :-

Name	Cellular Phone No.	Residential Tel. No.	Office Tel. No.	Fax No.	e.mail ID
a)					
b)					
c)					

5. Telephone No. of the Kolkata Office : .....
6. Fax no. of the Kolkata Office : .....

\_\_\_\_\_  
Signature of the Tenderer

**APPENDIX- I**

The Secretary  
Kolkata Port Trust  
15, Strand Road  
Kolkata-700 001

Dear Sir,

Sub: **Unqualified acceptance of the terms & conditions enumerated in Tender No. Admn/T/157 dated 02.04.2018 regarding 'Engagement of Agency for providing Messenger Service'**

I/we hereby accept all the terms & conditions as enumerated in the tender document bearing No. Admn/T/157 dated 02.04.2018 regarding 'Engagement of Agency for providing Messenger Service', subject to the decisions taken in the Pre-bid meeting held on xx.xx.2018.

.....  
(Signature of the tenderer)

.....  
(official Stamp of the tenderer)

.....  
.....  
Address of the tenderer



**Appendix J**

**FORM OF AGREEMENT**

Agreement made this day of **xx.xx, 2018** between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called 'Trustees' which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of one part and M/s ----- of -----(hereinafter called the 'the Contractor' which expression shall unless excluded by or repugnant to the context, be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

Whereas the Trustees are desirous that certain works viz., **Engagement of Agency for providing Messenger Service**; should be undertaken for a period of three years with effect from 03.06.2018 and have accepted the Tender submitted by the Contractor for execution of such works.

Now this Agreement witnesseth as follows:

1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in "General Instructions to Tenderers" hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.,
  - a) The said Tender document (Tender No. Admn/T/157 dated 02.04.2018 & ET/xxxx dated xx.xx.2018)
  - b) The General Instructions to the Tenderers
  - c) Special Conditions of Contract
  - d) Unconditional acceptance of the Tender by the Contractor
  - e) BOQ submitted by the Contractor
  - f) All correspondences, by which the contract is added, amended, varied or modified in any way, on mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Trustees to execute the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenant to pay the Contractor in consideration of such execution at the contract prices in the form of Rs.----- ( Rupees-----) only per month and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) this day and year first above mentioned.

SIGNED, SEALED AND DELIVERED at Kolkata

By the said -----

In the presence of -----

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

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

The Common Seal of the Trustees for the Port of Kolkata was hereunto affixed  
in the presence of.

\_\_\_\_\_

Name.....

Address.....

.....

**Appendix K**

**Despatch Slip**

Name of the Office.....

Name of Department.....

SI No.	Document Identification No.	Addressed to	Received by	Date & time of receipt

Received documents mentioned above

\_\_\_\_\_

Despatcher

For the contractor

Time .....Date.....

Time.....Date.....

Despatch Slip returned on.....

No. of documents delivered.....

No. of documents returned without delivery.....

No. of undelivered documents not returned.....

Despatcher

for Contractor

Time .....Date.....

Time.....Date.....

**Appendix- L**

**Letter Pad of Contractor**  
**ANTECEDENT CERTIFICATE**

Space for  
Recent  
Photograph

**Details of the Employee**

- 1. Name :
- 2. Father's/Husband's Name :
- 3. Date of Birth/Age :
- 4. Residential Address:  
Present :
- Permanent :
- 5. Date from which residing at present address :
- 6. Name of the Police Station :
- 7. Name, Address & Phone No. of Last Employer :

STATION :

DATE :

SIGNATURE OF THE INDIVIDUAL

This is to certify that Shri/Smt. \_\_\_\_\_

Son/Daughter of Shri \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ which lies

within the limits of this Police Station, has no case pending against him/her, as per the records of this Police Station.

STATION:

SIGNATURE WITH

DATE:

OFFICIAL SEAL