

Tender No. Admn/Fire/Extinguisher Maintenance/T/02/19-21

**HALDIA DOCK COMPLEX
KOLKATA PORT TRUST**



**MAINTENANCE CONTRACT FOR INSPECTION, SERVICING,
MAINTENANCE, HYDRO-TESTING, REFILLING AND PAINTING
OF FIRE EXTINGUISHERS UNDER HALDIA DOCK COMPLEX,
KOLKATA PORT TRUST**

E-Tender No. KoPT/Haldia Dock Complex/Admn. Div/15/18-19/ET/385

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DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

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

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

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

**Office of the Administration Division, Jawahar Tower Annexe,
P.O.: - Haldia Township, Dist.:Purba Medinipore,
PIN : 721607, West Bengal.
Ph. No. 03224 -265490, 264555, 252307 FAX :03224-263152
E-mail id: cchatterjee.hdc@nic.in & tghose.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 organization, entity, companies for Maintenance contract for inspection, servicing, maintenance, hydro-testing, refilling and painting of Fire extinguishers under Haldia Dock Complex. Tender Document and Corrigendum/ addendum/clarifications, if any, shall be 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/Fire/Extinguisher Maintenance/T/02/19-21
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)	KoPT/Haldia Dock Complex/Admn. Div/15/18-19/ET/385
d.	Date of NIT available to parties to download	01.03.2019
e.	Offline Pre-Bid Meeting date & Time	15.03.2019 at 1100 hrs.
f.	Estimated cost	Rs. 26.66 lakh (excluding GST)
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 53,320/- (Rupees fifty three thousand, three hundred and twenty only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money using the Axis Bank Payment Gateway only. No other method of payment of EM shall be accepted.

		<p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement → Psu / Govt depts → Kolkata Port Trust) itself under the icon: " HDC EMD/Tender Fee Payment" . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in → Others → Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document. Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/15/18-19/ET/385 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
		<p>Note : The bidders who are not registered with MSTC Ltd and registering for the first time with MSTC Ltd should get registration 72 hours before depositing Earnest Money and Bid Document Fee.</p>
	<p>ii) Tender/Bid Document Cost</p>	<p>The intending bidders should submit Bid Document Fee of INR 1770/- (Rupees one thousand seven hundred</p>

		seventy only including GST @18 %) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC Ecommerce site (www.mstcecommerce.com → e-Procurement → Psu /Govt depts → Kolkata Port Trust) under the icon: " HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in → Others → Haldia Dock Complex)
	iii) Transaction Fee	INR 1573/- (Rupees One thousand Five hundred Seventy-three only) including GST @ 18 % on Service Charge towards Payment of Transaction fee only through the link "Transaction Fee Payment" of MSTC LIMITED. (refer clause. No. 4 of "Important instructions to the Bidder for E-procurement")
h.	Last date of submission of EMD & Bid Document fee at HDC.	26.03.2019 up to 1500 hours
i.	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.
j.	Date of Starting of e-Tender for submission of on line Techno- Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt	19.03.2019 at 11:00 hrs.
k.	Date of closing of online e- tender for submission of Techno- Commercial Bid & Price Bid.	26.03.2019 at 15:00 hrs.
l.	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	26.03.2019 at 15:30 hrs.

ANNEXURE -I

IMPORTANT INSTRUCTIONS FOR E-TENDER

This is an e-procurement event of Haldia Dock Complex, Kolkata Port Trust. The e- tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

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

Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(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 Vendor should possess Class III signing type digital certificate. Vendors 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).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt

1).Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.

In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).

Contact Persons (Haldia Dock Complex):

	<p>1. Sri C. Chatterjee, Designation: Sr. Dy. Manager (Admn) Phone No. :03224 - 265490 Mobile No.: 94340 83699 FAX No. :03224 - 263152 e-mail : cchatterjee.hdc@nic.in</p>	<p>2. Name : Smt. T. Ghose, Designation: Dy. Manager (Admn) Phone No. :03224 - 264555 Mobile No.: 94340 62316 FAX No. :03224 - 263152 e-mail : tghose.hdc@nic.in</p>	<p>3. Name : Sri K. K. Ray Designation: Sr. F&SO (Admn) Phone No. :03224 - 252307 Mobile No.: 94340 65452 FAX No. :03224 - 263152 e-mail : kkroy.hdc@nic.in</p>
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Contact persons (MSTC Ltd):

<p>1. Mr. V. K. Jaiswal Regional Manager (ERO) Mobile No: +919903042449 Email- vikash@mstcindia.co.in</p>	<p>2. Mr. P. Biswas Asstt.Manager (ERO) Mobile No.- +919903248755 Email: pbiswas@mstcindia.co.in</p>
<p>3. Mr. M. H. Jain Asstt.Manager (ERO) Mobile No: +919721277969 Email- mhjain@mstcindia.co.in</p>	<p>Google hangout ID (for chat) - mstceproc@gmail.com <u>Landline:03322901004</u></p>

B) System Requirement:

i) Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8

ii) IE-7 and above Internet browser.

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

To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

2.	(A) Part I Techno-Commercial bid will be opened electronically on specified date and
	time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link

	<p>under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Vendors are instructed to use Attach Doc button under AUC Floor Manager menu. Multiple documents can be attached. Maximum size of single document for upload is 5 MB.
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 vendor with MSTC Ltd. (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	(i) Please 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.
	(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 Schedule of Tender (SOT) or any extension thereof.
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→ AUC Floor Manager→ live event →Selection of the live event→ Common Terms→ Attach Doc→ Techno Commercial Bid→ Price Bid→ Final

	Submission.
d.	The Tenderer should allow to run an application namely enApple 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 Tenderer will not be able to save/submit his bid.
e.	After filling the Techno-Commercial Bid, Tenderer 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 Tenderer should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the Tenderer can click on the "Final Submission" button to register their bid.
NOTE: - The Techno-Commercial Bid & Price Bid cannot be revised once the 'Final Submission' button has been clicked by the bidder.	
a.	In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier.
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f.	Buyer 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 Tenderer 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 Tenderer 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 technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.	Micro & Small Enterprises (MSEs) shall submit the following documents for availing waiver of EMD and Cost of Tender Document i) Valid NSIC Registration Certificates with list of stores/items/services/works for which registration is issued. ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.
20	Due date of submission of tender will not be extended under any situation.

**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID
DOCUMENT FEE THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site *www.mstcecommerce.com* → *e-Procurement* → *Psu / Govt depts.* → *Kolkata Port Trust*) under the icon: "HDC EMD/Tender Fee Payment" .Clicking this icon will take the bidders to the Axis bank gateway. Alternatively, the Bidders can also access the gateway by from Axis bank easy pay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)
2. The Bidder will be required to mention the Bidder's ID (The ID used by the Bidder for logging in the MSTC Website) and Bid Id (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.
3. A webpage will populate where the Bidder will be required to select: Earnest Money Or Bid Document Fee, then indicate his Mobile Number and the CAPTCHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'. In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.
6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captcha mentioned in the web page and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.
7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice. The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said

payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

1. SCOPE OF WORK

A. Quarterly Maintenance (i.e. once in three months)

- a) Repair & Polishing of glossy areas of cylinder.
- b) Checking the condition of body, valves, head assembly & other parts, cartridge/refilling powder as per IS 2190. Replacement of defective spares and refilling as necessary. Weighing after refilling.
- c) Underweight cartridges to be refilled after conducting its Hydraulic Pressure Test.
- d) Issue of checking certificate.
- e) Pasting PVC stickers indicating date of quarterly maintenance/checking, name and signature of maintenance personnel & due date of next checking.
- f) Maintaining Maintenance Registers indicating Identification No., type of Extinguishers, date of checking, Details of Work done, Certificate Number, name and signature of maintenance personnel & next due date of checking.

B. Hydraulic Pressure Testing [once in 3 years]; Painting & Refilling (Once in a Year)

- a) Hydraulic Pressure Testing as per IS 2190.
- b) Painting with glossy enamel Paint of renowned brand like Berger/ICI/Asian (colour red/ 2 coats) after scrapping and putting one coat of Primer Red oxide.
- c) Maintaining Registers indicating Identification No., type of Extinguishers, date of Hydraulic Testing & Painting, Test Certificate No., next due date of testing.
- d) Pasting with PVC Instruction Label sticker and writing with paint of date of Hydraulic Testing & next due date of testing.
- e) Issue of test certificate for Hydraulic Pressure Testing of each Fire Extinguisher.
- f) After Hydraulic Pressure Testing of Extinguishers, Extinguishers should be refilled at HDC, KoPT premises except of CO₂ and Clean Agent fire extinguishers.

2. OBLIGATION OF CONTRACTOR :

- 2.1 The contractor shall maintain, service and refill water type, DCP, Foam, CO₂ and Clean Agent fire extinguishers as per provisions of IS: 2190: 2010 or its latest amendment and /or as per technical details given herein with supply and delivery of consumables like raw materials (Foam, DCP, etc.), CO₂ cartridges, lubricating/cleaning oil, cotton waste, ganji cloth, primer, paint, welding electrode, gas, all items like PVC discharge pipe, washer, rubber items, springs and spares etc.

Note :For refilling of fire extinguishers, the raw materials viz. dry chemical powder, Foam concentrate and cartridges as available with HDC shall be utilized by the Contractor till their exhaustion. In that case, the cost of these raw materials as per book value shall be deducted from the contractor's monthly bill.

- 2.2 The fire extinguishers from different sites of dock, residential areas, schools, hospital, etc. under Haldia Dock Complex shall be brought to HDC's Fire Station for carrying out maintenance activities.

- 2.3 The contractor shall arrange to and fro transport arrangement for carrying out all sort of maintenance /servicing /refilling/hydro-testing /painting etc. of fire extinguishers.
- 2.4 The contractor shall ensure cleaning of area, removal of scrap during job execution or after job completion as per the direction of the Engineer of Contract (EoC).
- 2.5 The contractor shall arrange calibrated and portable weighing machine, necessary tools and tackles and manpower for testing and inspection of the fire extinguishers.
- 2.6 The contractor shall execute maintenance job of fire extinguishers in normal hours /extended hours. Refilling of fire extinguishers, if required shall also have to be done during odd hours including Sundays & Holidays.
- 2.7 The quantity of fire extinguishers of different type and capacity, given in the contract, may increase or decrease as per site requirement for which no compensation shall be entertained.
- 2.8 The contractor shall strictly follow the statutory rules and regulations regarding safety at HDC.
- 2.9 The contractor shall ensure the operability, cleanliness, posting and availability of fire extinguishers at demarcated locations throughout his contract period.
- 2.10 The contractor shall provide a qualified and trained Supervisor and workers experienced in extinguishers maintenance. The Supervisor shall ensure the following :
 - a) Report to Engineer of Contract (EoC) along with minimum two (02) workers on all working days by 08:30 hrs.
 - b) Submit daily progress report of the allotted jobs to EoC and maintain History Card of each fire extinguisher.
 - c) Shall ensure that no extinguisher is overdue for maintenance.
 - d) Shall ensure that the date of checking is marked on the extinguisher's body in neat and legible handwriting.
 - e) Shall ensure posting of spare filled fire extinguisher at the respective location(s) prior to bringing extinguishers that are due for maintenance.
- 2.11 The contractor shall provide two sets of full sleeve boiler suit of Khaki colour to each worker, engaged by him for maintenance job.
- 2.12 The contractor shall be capable for mobilizing immediately as per job requirement.
- 2.13 After satisfactory maintenance, "checked on" and date of maintenance to be written on the body of each extinguisher with white paint.

- 2.14 The contractor shall ensure that the workers engaged by him for maintenance of fire extinguishers shall wear necessary personal protective equipments (PPE) while working at site and also ensure that safety training is imparted to them.
- 2.15 Inspection may be carried out, at the discretion of HDC, while carrying out of hydro-testing of CO2 and Clean Agent Fire extinguishers at Contractor's premises. In that case, the Contractor shall make such arrangement with intimation to HDC at least 7 days in advance.

3. **OBLIGATION OF HDC, KoPT.**

- 3.1 KoPT will provide free of cost
- Water
 - Space for carrying out maintenance in Fire Station of all type of extinguishers.
- 3.2 KoPT will engage the contractor through tender where the tenderer will quote rates for inspection, checking, refilling, hydro-testing and painting etc. per extinguisher basis for the following list of fire extinguishers and as given at Annexure I,II & III of Appendix – XII (the number of extinguishers may increase or decrease as stated at clause no 2.7):

Sl. No.	Type of extinguisher	Capacity	Quantity (in nos.)
1.	Water- CO2 Gas Cartridge type; IS-940	9 ltrs.	126
2.	Mechanical Foam type (cartridge based) IS-15683	9 ltrs.	130
3.	Mechanical Foam type (cartridge based) IS-13386	50 ltrs.	18
4.	Dry chemical powder (cartridge based) IS-15683	4 kg.	7
5.	Dry chemical powder (cartridge based) IS-2171	5 kg.	147
6.	Dry chemical powder (cartridge based) IS-15683	9 kg.	6
7.	Dry chemical powder (cartridge based) IS-2171	10 kg.	122
8.	Dry chemical powder (cartridge based) IS-10658	25 kg.	12
9.	CO2 extinguisher – IS - 15683	2 kg.	133
10.	CO2 extinguisher – IS - 15683	4.5 kg.	74
11.	CO2 extinguisher – IS - 2878	6.5 kg.	07
12.	CO2 extinguisher – IS - 2878	6.8 kg.	26
13.	Clean Agent (HFC 227 ea) IS - 15683	1 kg.	6

4. **ELIGIBILITY CRITERIA** -

4.1 **Financial Eligibility Criteria:**

Average annual financial turnover of the tenderer for the last 03 financial years (i.e. 2015-16, 2016-17 and 2017-18) should be not less than 30% of the estimated cost of the tender. The tenderer should submit copies of Annual Reports audited by Chartered Accountant for the last 3 financial years (i.e. 2015-16, 2016-17 and 2017-18) giving audited profit and loss account and balance sheet. In addition to the above, the tenderer should also submit a certificate from a Chartered Accountant certifying the Average Annual Financial Turnover of the tenderer for the 03 accounting years mentioned above. The proforma of the said certificate shall be given as per Appendix-IV.

4.2 **Technical Eligibility Criteria**

- (a) Experience of having successfully completed similar work during the last 07 years ending on 31.01.2019 shall be any one of the following:

Particulars	Amount of work
i) Three similar completed works each costing not less than the amount equal to OR 40% of estimated value	Rs. 10.66 lakhs
ii) Two similar completed works each costing not less than the amount equal to OR 50% of estimated value	Rs. 13.33 lakhs
iii) One similar completed work costing not less than the amount equal to 80% of estimated value.	Rs. 21.32 lakhs

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

5. **EVALUATION CRITERIA:**

5.1 Test of Responsiveness:

- (a) Prior to evaluation of Techno Commercial Bid of the tender, HDC, KoPT will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -

- (i) Is submitted within the due date including extension period, if any.

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

5.2 **Evaluation for Techno – Commercial Bid:**

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

5.3 **Evaluation of Price Bid:**

(a) Work order will be placed on lowest quoted price basis in total for all the items taken together mentioned at Annexure I, II & III from the technically and commercially accepted offers.

(b) The schedule of rates (SoR) shall be read in conjunction with "SCC", "Scope of Work & Technical Specifications", "GCC" and any other document forming a part of the tender.

(c) The tenderer shall charge for individual item of job to be performed and not on a lump sum basis. In case of any discrepancy between amount mentioned in words and figures, the amount mentioned in words shall be considered for acceptance. The tenderer must give the rate of applicable GST.

(d) All items of work/service mentioned in "SoR" shall be carried out as per the technical specifications, scope of work, relevant codes and instructions of the "EoC". The 'quoted rates' for the same shall be deemed to be inclusive of all costs with respect to but not limited to labour, supervision, tools & tackles, other consumables, overheads, insurance, profits, various incidental, intermediate/auxiliary/ancillary or enabling works etc.

(e) The tenderer shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of his tender for the work and of the rates stated in the Schedule of Rates, which shall cover all his obligations under the contract and all matter and things necessary for proper fulfillment of the scope of work and other obligations of the contract.

(f) The Schedule of Rates (Price Bid) shall have to be filled up online as per format given under Appendix –XII/1, 2 &3.

(g) If the lowest rate is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate in sealed cover within two working days from the date of opening of Price Bids in order to enable HDC, KoPT to ascertain the lowest bidder and the tenderer offering the higher/highest rebate will be considered as the 'Successful Bidder'.

(h) HDC, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

6. **GENERAL INFORMATION FOR THE TENDERER**

6.1 **Site Inspection:**

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

6.2 Pre-Bid conference:

- (a) Pre-Bid Conference shall be held on 15.03.2019 at 11 AM at the Office of Sr. Dy. Manager(Admn), Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Tenderers may participate, if they so desire.
- (b) The intending tenderers are advised to send their queries vide email to cchatterjee.hdc@nic.in and/or tghose.hdc@nic.in: kkray.hdc@nic.in by 04.03.2019.
- (c) HDC, KoPT intends to furnish response to all queries without identifying the sources, in MSTC website as well as in www.kolkataporttrust.gov.in including modifications / amendments, if any, to the terms and conditions of the tender, scope of the project etc., which the intending tenderers are to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum", which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

6.3 Tender/bid document cost / fee: -

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

6.4 Earnest Money:

- (a) The tenderer shall deposit Earnest Money amounting to Rs 53,320/- (Rupees fifty three thousand three hundred and twenty only) along with their offer. The tenderers are to follow the procedure as detailed Clause g (i) of Schedule of Tender for deposition of Earnest Money.
- (b) Tender submitted without Earnest Money shall be rejected outright without any reference to the Tenderer whatsoever.
- (c) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in the tender document) to the unsuccessful tenderers without interest after the selection of successful tenderer.
- (d) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 1500 hrs. on 26.03.2019 or any extension thereof and expiration of the validity period of the offer including extension thereof.
- (e) The Earnest Money shall be forfeited if the tenderer submits forged document(s).

(f) Earnest Money submission will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.

(g) The Earnest Money in respect of the successful tenderer will be refunded on submission of the Performance Guarantee. In the event the successful tenderer provides Performance Guarantee in Bank Guarantee, the Earnest Money will be refunded after acceptance of the Bank Guarantee by HDC, KoPT. In case the successful tenderer desires to deposit the Performance Guarantee in cash or in Demand Draft, the Earnest Money may be adjusted against the Performance Guarantee.

(h) Failure of the contractor to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

6.5 Due date & time for submission and opening of offer :

(a) The tender should be submitted to Sr. Dy. Manager (Admn), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin.721607, through MSTC Ltd. (www.mstcecommerce.com), not later than 1500 hrs. on 26.03.2019 after which time and date, no offer shall be accepted.

(b) HDC, KoPT may at its sole discretion extend the due dates of submission/opening of tender by issuing a Corrigendum.

(c) The Part-I: 'Techno-Commercial Bid' of the tender shall be opened electronically at 1530 hrs. on 26.03.2019. Tenderers or their authorized representatives may witness the said electronic opening of Tender.

(d) The Part – II: 'Price Bid' of those tenderers who are only techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

6.6 Substitution, withdrawal of tender:

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. 1500 hrs. on 26.03.2019 or any extension thereof as per provision given at Annexure-I. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

6.7 Amendment of tender document:

a) At any time prior to the Due Date for Submission of Tender, HDC ,KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the Pre Bid meeting or otherwise modify the Tender Document by the issuance of

Addendum in official website of KoPT(www.kolkataporttrust.gov.in) and also in the website of MSTC (www.mstcecommerce.com).

b) In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website of KoPT (www.kolkataporttrust.gov.in) & in the website of MSTC(www.mstcecommerce.com).

6.8 **Validity of Offer:**

a) The tender shall remain open for acceptance for a period of 120 days from the date of opening of Techno-commercial Offer. If, before expiry of this validity period, the tenderer amends his quoted rates or tender and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture.

b) Prior to expiry of the original tender validity period, HDC, KoPT may request bidders to extend the validity for a specified period.

7. **PREPARATION AND SUBMISSION OF TENDER:**

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

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

7.3 a) The Techno-commercial Bid (PART –I) completed in all respect properly filled in and duly signed with seal along with the documents as mentioned in the Appendix-VII necessary for meeting the pre-qualification criteria by the tenderer, shall be uploaded through e-tendering process as detailed in Annexure-I.

b) The tenderer, prior to submission of the tender shall be required to carefully examine and fully understand all the aspects relevant to this tender including but not limited to (i) scope of work, (ii) nature of work, (iii) the instructions to tenderers, (iv) the Special Conditions of the Contract, (v) General Conditions of Contract of KoPT, (vi) compensation, (vii) period of contract etc.

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

(a) Rate shall have to be quoted online as per format given at Appendix-XII/1,2 &3.

(b) The tenderers are required to quote rates per extinguisher basis in 'Price Bid', the format of which is given at Appendix-XII/1,2 &3. In case the tenderer does not quote any rate, the tender concerned will be treated as non-responsive and will be rejected.

- (c) The tenderers are required to mention percentage of GST in the 'Price Bid' as per format given under Appendix-XII/1,2 &3.
- (d) The tenderers are required to mention Total amount after adding GST as applicable in the 'Price Bid'.
- (e) It should be noted that the 'Price Bid' shall contain no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

7.5 Local Representation:

- 7.5.1 Subject to the provisions concerning clarification of Bids, no bidder shall contact KoPT on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 7.5.2 Any effort by a bidder's representative however described to influence KoPT in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid.

8. GENERAL CONDITIONS OF CONTRACT

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

9. SPECIAL CONDITIONS OF CONTRACT

9.1 (a) Letter of Intent (LoI):

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

9.2 Period of Contract:

3 (three) years from the date of commencement of contract i.e. from the date of acceptance of Work Order.

9.3 Performance Guarantee/Security Deposit

- 9.3.1 The successful tenderer shall have to keep Performance Guarantee equivalent to 10% of the annual contract price inclusive of GST. The Performance Guarantee shall have to be deposited either in cash or in Demand Draft drawn on any scheduled Bank in favour of Haldia Dock Complex; 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 proforma is given at Appendix-VI within a period of 30 days from the date of issuance of Lol. If the successful tenderer fails to pay the Performance Guarantee as indicated above, the same will be recovered from the running bill of the Contractor for the first six months.

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

9.4 Contract Agreement:

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

9.5 Liquidated Damages:

- 9.5.1 In the event of successful tenderer failing to commence the contract within the stipulated time frame mentioned under Clause-9.22 or such extension thereof as may be allowed by the HDC, KoPT in writing, the contractor shall be required to pay as compensation (Liquidated Damage), and not as penalty, @1/2% of the total value of the Work Order for delay in commencement of the contract every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total annual contract value.

- 9.5.2 HDC, KoPT may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the contractor.
- 9.5.3 There will be no penalty if HDC, KoPT fails to release the equipment for maintenance/hydraulic test or fails to supply the Cartridges and refilling materials, which are in the scope of HDC, KoPT.
- 9.5.4 The penalty amount will be deduced from the monthly bills. To realize penalty amount, HDC, KoPT will have the right to encash/ revoke the Security Deposit/Bank Guarantee. GST on L.D. amount as per law time being in force, shall be levied.

9.6 Permit:

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

9.7 Compliance with Acts, Laws, Statutes

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

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

9.8 Workmen Compensation:

The successful bidders must cover their workers under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

9.9 Indemnity and Insurance:

The contractor shall indemnify and keep indemnified HDC, KoPT and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure or default by the

contractor in due performance of his obligations under this contract including compliance with the acts, laws, statutes.

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

The Contractor shall have to give an indemnity bond as per HDC, KoPT format for all the First Aid Fire Fighting Equipments, prior to taking those to Contractor's premises for painting, hydraulic testing, etc. if the same is not possible to carry out at HDC's premises.

9.10 Safety & Pollution Control:

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

9.11 Non-adherence to Safety Procedures and Practices

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

9.12 Non-Assignability:

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

9.13 Income Tax:

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

9.14 Amendment in contract provisions:

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

9.15 Illegality:

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations

effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

9.16 Event of Default:

(a) In case the delay in commencement of contract exceeds 30 days from the date by which the contract is to commence as per clause-10.22 of SCC.

(b) If the contractor fails to perform or discharge any of its obligations under the provisions of the contract.

(c) The representation made, or documents / certificates submitted given by the successful tenderer (who subsequently became the contractor) / contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading.

(d) The contractor is adjudicated bankrupt or becomes insolvent.

(e) The contractor assigns or transfers the full/ part of the contract to any third party without approval of HDC, KoPT.

(f) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of KoPT.

(g) If the contractor through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

(h) If the contractor fails to undertake the checking / refilling and painting / hydro testing as per schedule given in Appendix-XII, KoPT will deduct 0.5% of the contracted amount plus applicable GST for such failure per extinguisher per day of delay beyond the prescribed schedule from the bills of the contractor.

9.17 Contract Agreement:

If the work is awarded the contractor shall enter into an agreement with HDC, KoPT in the prescribed Performa within 15 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of RS. 100/-. The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Sr. Dy. Manager (Admn) , HDC, KoPT.

9.18 **Police Verification**

Contractor engaging workmen for his jobs in HDC, KoPT must submit Police Verification of antecedents of the said workmen engaged by him.

9.19 **Work Place:**

Quarterly Maintenance and Annual Painting : HDC main Fire Station. Hydraulic Testing: HDC main Fire Station / Vendor's Premises.

9.20 **Hydraulic Testing Certificate:**

Hydraulic Testing Certificate consisting of: -

- i) Type of Testing,
- ii) Authority of Person/Agency/Institution Issuing Certificate,
- iii) Testing Date writing with permanent paint at body of the Extinguishers, etc.

9.21 **Job Completion:**

- i) Maintenance of all Fire Fighting Extinguisher to be completed within the Quarter.
- ii) Next maintenance to be done within the due date of the individual extinguisher.
- iii) Hydraulic Testing to be done in phased manner (Not more than 100 Nos. to be kept at Party's premises). Each phase work to be completed within 60 days after handing over the same to the vendor. Challans to be duly recorded/endorsed at HDC, KoPT's gate office.

Note:

- a) Work to be treated as completed only after getting Certificate of checking, Test Certificates as applicable.
- b) If any extinguisher is found beyond repair /BER, same is to be recorded at registers with details of reason after discussion with Engineer of Contract or his authorized representative. These will be deleted from the list. No work to be done onwards and no payment will be made for it onwards.
- c) Electricity charges shall have to be borne by the contractor at actuals.

9.22 **Starting of Job:**

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

10. **TERMINATION:**

- (a) In the event of occurrence of any default as mentioned at Clause -9.16, KoPT may proceed for terminating the contract by way of giving one (1) month (termination period) notice within which time the Contractor will be required to peacefully remove his men and machineries along with the associated facilities installed/deployed by it under the contract from the premises of KoPT. In case of failure on the part of the Contractor to do so, KoPT shall be at liberty to remove his men, machineries and the associated facilities at the cost, expenses and risk of the contractor. Also, in such event, the

Contractor shall not be entitled to claim any compensation from KoPT for any damage that may occur during such removal.

- (b) During the termination period of 1 month as at (a) above, the Contractor may be asked by KoPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued maintenance work of fire extinguishers.
- (c) No compensation shall be paid by KoPT to the Contractor in the event of termination of the contract.
- (d) If after termination, any amount is due to be paid by KoPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by KoPT from the Contractor.
- (e) HDC, KoPT reserves the right to cancel the Work Order in case of poor performance of work and get the work done through any other agency at the risk, responsibility and cost of the contractor. Any extra cost incurred in getting the job done from alternative source will be recovered from security deposit and if the value of job/service under risk purchase exceeds the amount of security deposit, the same may be recovered, if necessary, by other means. Also that will affect the Contractor's further business with HDC, KoPT.

11. **DISPUTE RESOLUTION:**

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

12. **MODE OF PAYMENT:**

- (a) All payment to the contractor will be made through ECS by HDC, KoPT.
- (b) The contractor shall submit the bill for the work done on monthly basis on the basis of the quoted rates accepted by HDC, KoPT covering the period of preceding month before the 5th of every month to HDC, KoPT.
- (c) Payment in case of satisfactory work will be made within 30 days from the date of receipt of bill complete in all respects. However, no interest shall be paid for delayed payment.
- (d) Deduction of Income Tax & other taxes shall be made from any amount payable to the Contractor as per the relevant provisions applicable at the time of payment. HDC, KoPT shall not be liable for any tax deduction of the workmen by the contractor.

13. **PAYMENT OF TAXES:**

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

14. **TAXES (GST):**

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

15. **JURISDICTION OF COURT**

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

16. **STRIKE BY CONTRACTOR'S EMPLOYEES:**

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

17. **ACCIDENT:**

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

18. **EXPIRY OF THE CONTRACT WITH EFFLUX OF TIME**

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

19. **FORCE MAJEURE:**

- 19.1 Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.
- 19.2 Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).
- 19.3 Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor.
- 19.4 An act of war, riot etc.
- 19.5 Industry wide or State wide strikes or industrial actions.
- 19.6 Any civil commotion, boycott or mass agitation which prevents the contractor in supplying / operating the equipment under the provisions of the contract.

20. **NOTICE OF FORCE MAJEURE EVENT**

- 20.1 The Contractor shall give notice to HDC, KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- 20.2 The notice shall inter-alia include full particulars of

- 20.2.1 The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
- 20.2.2 The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,
- 20.2.3 The measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event , and
- 20.2.4 Any other relevant information.

21. **PERIOD OF FORCE MAJEURE**

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

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

22. **PERFORMANCE EXCUSED:**

The Contractor to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by KoPT consequent to the Force Majeure Event.

23. **RESUMPTION OF PERFORMANCE :**

- 23.1 During the period of Force Majeure, the Contractor shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The Contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KoPT of the same in writing.
- 23.2 KoPT may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KoPT at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

24 **EFFECT OF FORCE MAJEURE EVENT :**

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

Appendix-I

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

Covering Letter

**Sr. Dy. Manager(Admn)
Jawahar Tower Annexe
Administration Division
Haldia Dock Complex,
Kolkata Port Trust,**

Dear Sir,

Date:.....

Sub: Maintenance Contract for Inspection, Servicing, Maintenance, Hydro-Testing, Refilling and Painting of Fire Extinguishers Under Haldia Dock Complex, Kolkata Port Trust.

I/We(name of the Tenderer) having examined the tender document No..... for MAINTENANCE CONTRACT FOR INSPECTION, SERVICING, MAINTENANCE, HYDRO-TESTING, REFILLING AND PAINTING OF FIRE EXTINGUISHERS UNDER HALDIA DOCK COMPLEX, KOLKATA PORT TRUST.

1. And understood its contents, hereby submit our tender for... MAINTENANCE CONTRACT FOR INSPECTION, SERVICING, MAINTENANCE, HYDRO-TESTING, REFILLING AND PAINTING OF FIRE EXTINGUISHERS under Haldia Dock Complex, Kolkata Port Trust.
2. All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/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.
4. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following:
 - a) I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind.
 - b) I/we certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration

award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that:
 - a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.
 - b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
7. I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
8. I/We.....(Name of Tenderer) hereby undertakes that I/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 :

Appendix-II

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

PROFILE OF THE TENDERER

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

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

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

Signature of Power of Attorney Holder(s)

Name:

Designation:

Date :

Seal.....

Appendix-III

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

FORMAT FOR DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE

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

Details of experience during last 7 years ending on 31.01.2019
 (Reference Clause 6.1)

Sl. No.	Contract Order Reference No. with the name of the organization who placing the order	Date of completion of Contract	Details of Contract completion certificate

Note:

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

Signature of Power of Attorney Holder (s):

Name :

Designation :

Date :

Seal

CERTIFIED BY

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

Registration no. & other details.....

Name of Signatory

Signature.....

Designation Date.....

Appendix-IV

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

FORMAT FOR DEMONSTRATING FINANCIAL CAPACITY

(Reference Clause 6.1)

(in Rs lakhs)

Name of Tenderer	Average Annual Financial Turn Over (Average of last 3 years ending 31.03.2018)
(1)	(2)

- A Tenderer should fill in details as per the above format
- The Tenderer should provide details of its own Financial Capacity.

Average Financial Turnover should be certified by Chartered Accountant

Signature of Authorized Signatory.....
Name:
Designation:
Date :
Seal

CERTIFIED BY

Name of Chartered Accountant Firm
Registration No. & other details
Name of the Signatory.....
Signature.....
Designation
Date.....

Appendix-V

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

Format for Power of Attorney for signing of Tender

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

Dated:

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

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

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

(Attested signature of Mr.....)

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

.....
(Signature with Office Seal)

Date :-

Name :-

Place:

Designation :-

Address :-

Appendix-VI

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

To
The Board of
Trustees for the Port
of Calcutta,

BANK GUARANTEE NO DATE

Name of Issuing Bank.....

Name of Branch Address

.....

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate- duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for..... (write the name of the work as per Work Order) in terms of the Work Order No. dated (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), we, Branch, Calcutta..... / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said of Rs.....(Rupees.....) We,..... Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch, Calcutta..... / 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 "Calcutta Port Trust", without any demur. Even it there be any dispute between the contractor and the Trustees, this would be no ground for us,

.....(Name of the Bank),..... Branch,
Kolkata / Haldia, to decline to honour the
Bank Guarantee in the manner aforesaid. The very fact that
We,.....Branch,Calcutta..... / Haldia,
decline or fail or neglect to honour the Bank Guarantee in the manner
aforesaid shall constitute sufficient reason for the Trustees to enforce the
Bank Guarantee unconditionally without any reference, whatsoever, to
the contractor.

2. We,..... Branch,
Calcutta / Haldia, further agree that a mere
demand by the Trustees at anytime and in the manner aforesaid, is
sufficient for us,.....Branch,
Calcutta..... / 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 contractor and no
protest by the contractor, made either directly or indirectly or through
Court, can be valid ground for us, Branch,
Calcutta..... / Haldia, to decline or fail or neglect to
make payment to the Trustees in the manner and within the time aforesaid.

3. We,..... Branch, Calcutta
..... / Haldia, further agree that the Bank Guarantee
herein contained shall remain in full force and effect, during the period
that is taken for the due performance of the said contract by the
contractor and that it shall continue to be enforceable till all the dues of
the Trustees under and / or by virtue of the terms and conditions of the said
contract have been fully paid and its claim satisfied and/or discharged in full
and/or till the Trustees certify that the terms and conditions of the said
contract have been fully and properly observed/ fulfilled by the contractor
and accordingly, the 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 extension made
by..... Branch, Kolkata/Haldia , in further extending the said
validity period of this Bank Guarantee on Non-Judicial Stamp Paper of
appropriate value, as required/determined by the Trustees, only on a
written request by the Trustees to the contractor for such extension of
validity of this Bank Guarantee.

4. We,..... Branch,
Calcutta..... / 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 contract to extend the
time for full performance of the said contract including fulfilling all obligations
under the said contract or to extend the time for full performance of the

said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and/We, Branch, Calcutta..... / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,.....Branch, Calcutta..... / Haldia.

5. We, Branch, Calcutta..... / 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

CALCUTTA / HALDIA

(OFFICIAL SEAL OF THE BANK)

Appendix-VII

LIST OF DOCUMENTS TO BE UPLOADED

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

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

1	The Tenderer shall submit details of his technical eligibility as per format given at Appendix-III along with certified copies of all contract orders and contract completion certificates issued by the beneficiaries to substantiate the details given in Appendix-III. The Appendix-III should be signed and certified in the manner detailed in the said Appendix.
2	The Tenderer shall submit details of his financial eligibility as per format given at Appendix-IV along with audited balance sheet and Profit & Loss account for the last 3 (three) financial years ending on 31 03 2018.
3	The Power of Attorney of the person authorized to submit the tender and providing other details to KoPT as per format given at Appendix-V.
4	Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable.
5	The Tenderer shall submit self certified copy of valid G.S.T. Registration Number / Code Number.
6	Self-certified copy of PAN
7	The Tenderer shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix VIII in case the Tenderer is not covered under ESI Act or exempted from it.
8	The Tenderer shall submit certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix - IX in case the Tenderer is not covered under Provident Fund Act or exempted from it.
9	The Tenderer shall submit certified copy of valid Trade License and Labour License
10	Profile of Tenderer as per Appendix- II.
11	Covering Letter by the Tenderer as per Appendix-I
12	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration
13	All others supporting documents as indicated in the Tender Document , as may be applicable.

Appendix-VIII

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

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

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

Affidavit

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

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

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

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

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

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

Deponent Identified by:

Appendix-IX

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

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

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

Affidavit

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

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

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

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

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

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

Deponent Identified by:

Appendix- X

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

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

FORMAT OF INDEMNITY BOND

BY THIS BOND I, Shri/Smt. -----, son/daughter
of Shri/Smt.

-----, residing at -----

-----, by occupation -----, the
Partner/Proprietor/Director of the Firm -----
-----, having it's office at-----, am a tenderer
under Kolkata Port Trust (A Statutory Body under the MPT Act, 1963).

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

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the 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 Tender No.-----

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

IN WITNESS WHEREOF I, -----, the
Partner/Proprietor/Director/Authorised representative of the Firm -----

-----, hereto set and seal this the ----- day of-----

Appendix-XI

CHARGEABLE RATES OF RFID PERMITS

Sl. No.(A)	Description(B)	Category of Permit©	Basic Charge as per SoR (D)	CGST(9%) (E)	SGST(9%) (F)	Total of (D+E+F) for WBGST (G)(after Rounding off)	IGST(18%) (H)	Total of (D+G) for IGST (I) (after rounding off)
1	Dock Permit per person	Daily ##	8.50	1	1	11.00	2	11.00
		Monthly	229.5	21	21	272.00	41	271.00
		Quarterly	690.25	62	62	814.00	124	814.00
		Annual	2295	207	207	2709.00	413	2708.00
		Biennial	3672	330	330	4332.00	661	4333.00
2	Dock Permit per vehicle and circular permit for vehicle carrying ship's gear and stores (inclusive of overnight stayal)	Daily ##	42.53	4	4	51.00	8	51.00
		Monthly	1148.31	103	103	1354.00	207	1355.00
		Quarterly	2296.62	207	207	2711.00	413	2710.00
		Annual	4593.24	413	413	5419.00	827	5420.00
3	Dock Permit for mobile crane/ Reach Stacker/ Toplifter (inclusive of overnight stayal)/ Dumper / Payloader	Daily	170.1	15	15	200.00	31	201.00
		Monthly	4592.7	413	413	5419.00	827	5420.00
		Quarterly	9184.4	827	827	10838.00	1653	10837.00
		Annual	18370.8	1653	1653	21677.00	3307	21678.00
4	Dock Permit for Fork-lift / Trailer or any other handling equipment (inclusive of overnight stayal)	Daily	102.06	9	9	120.00	18	120.00
		Monthly	2755.62	248	248	3252.00	496	3252.00
		Quarterly	5511.24	496	496	6503.00	992	6503.00
		Annual	11022.48	992	992	13006.00	1984	13006.00
5	Dock Permit for cart (inclusive of overnight stayal).	Daily ##	17	2	2	21.00	3	20.00
		Monthly	459.99	41	41	542.00	83	543.00
		Quarterly	1239.3	112	112	1463.00	223	1462.00
		Annual	4461.68	402	402	5266.00	803	5265.00
6	Permit for Hawkers / Vendors.	Annual	1275.75	115	115	1506.00	230	1506.00
7	Ship personnel permit book (consisting of 50 permits).	Per Week **	19.44	2	2	23.00	3	22.00
		Per Book	972	87	87	1146.00	175	1147.00
8	Clearing & Forwarding Agency License	For 1 Month	389	35	35	459.00	70	459.00
		For 1 Year	4200	378	378	4956.00	756	4956.00
		For 3 Years	10498	945	945	12388.00	1890	12388.00
		For 5 Years	13997	1260	1260	16517.00	2519	16516.00
		For 10 Years	27994	2519	2519	33032.00	5039	33033.00
9	Jetty Sircar's / Cooper License (inclusive of Dock entry).	For 1 Month	234	21	21	276.00	42	276.00
		For 1 Year	2100	189	189	2478.00	378	2478.00
		For 3 Years	5055	455	455	5965.00	910	5965.00
		For 5 Years	6999	630	630	8259.00	1260	8259.00
10	Ship Repairing/Ship Chandling/Ship Survey	Annual	4277	385	385	5047.00	770	5047.00
11	Stevedoring License / Handling Agents Licence.	Annual	50000	4500	4500	59000.00	9000	59000.00
12	Permit for using Truck Terminal at HDC/ KDS per truck/ lorry/trailer.	Daily ##	100	9	9	118.00	18	118.00
13	Amendment Cahrge	Per Amendment	59.87	5	5	70.00	11	71.00

Appendix-XII /1

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

[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]

Maintenance Contract for Inspection, Servicing, Maintenance, Hydro-Testing, Refilling and Painting of Fire Extinguishers under Haldia Dock Complex, Kolkata Port Trust.

E-TENDER No.: KoPT/Haldia Dock Complex/Admn. Div/15/18-19/ET/385

SCHEDULE OF RATES (PRICE BID)

A. For Quarterly Maintenance:

Sl. No.	Type of Fire Extinguisher	Capacity	No. of Extinguishers (Col.1)	Unit Rate for Quarterly Maintenance excluding GST [in INR] per Extinguisher (Col.2)	Charge for Yearly Maintenance excluding GST (Col.3) = (Col.1) X (Col.2) x(4times)
1	Water- CO2 Gas Cartridge type; IS-940	9 ltrs.	126		
2	Mechanical Foam type (cartridge based) IS-15683	9 ltrs.	130		
3	Mechanical Foam type (cartridge based) IS-13386	50 ltrs.	18		
4	Dry chemical powder (cartridge based) IS-15683	4 kg.	7		
5	Dry chemical powder (cartridge based) IS-2171	5 kg.	147		
6	Dry chemical powder (cartridge based) IS-15683	9 kg.	6		
7	Dry chemical powder (cartridge based) IS-2171	10 kg.	122		
8	Dry chemical powder (cartridge based) IS-10658	25 kg.	12		
9	CO2 extinguisher – IS - 15683	2 kg.	133		
10	CO2 extinguisher – IS – 15683	4.5 kg.	74		
11	CO2 extinguisher – IS - 2878	6.5 kg.	07		
12	CO2 extinguisher – IS – 2878	6.8 kg.	26		
13	Clean Agent (HFC 227 ea) IS - 15683	1 kg.	6		

Appendix XII /2

- B) i) For Refilling & Painting of water-CO2 type, mechanical foam type and DCP type fire extinguishers -Once in a Year.**
ii) For refilling and painting of CO2 type and Clean Agent extinguishers on reduction of net content by more than 10%.

Sl No	Type of Fire Extinguisher	Capacity	No. of Extinguishers (Col.1)	Unit Rate excluding GST [In INR] per Extinguisher per Refilling & Painting. (Col.2)	Yearly Rate excluding GST [In INR] for Refilling & Painting. (Col.3) = (Col.1) x (Col.2)
1	Water- CO2 Gas Cartridge type; IS-940	9 ltrs.	126		
2	Mechanical Foam type (cartridge based) IS-15683	9 ltrs.	130		
3	Mechanical Foam type (cartridge based) IS-13386	50 ltrs.	18		
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12	CO2 extinguisher – IS - 2878	6.8 kg.	26		
13	Clean Agent (HFC 227ea) IS - 15683	1 kg.	6		

Appendix XII/3

C) For Hydraulic Pressure Testing (Once in 3 Years)

	Type of Fire Extinguisher	Capacity	No. of Extinguishers (Col.1)	Unit Rate excluding GST [In INR] per Extinguisher for Hydraulic Pressure Testing (Col.2)	Charge for total 3 years for Hydraulic Pressure Testing (Col.3) = (Col.1) x (Col.2)
1	Water- CO2 Gas Cartridge type; IS-940	9 ltrs.	126		
2	Mechanical Foam type (cartridge based) IS-15683	9 ltrs.	130		
3	Mechanical Foam type (cartridge based) IS-13386	50 ltrs.	18		
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Note –

- a) The tenderers are advised to carefully note the scope of work and other obligations of the contract, all applicable terms and conditions of the contract and the method of submission of bid and other details as specifically detailed in the tender document prior to submission of the bid.

- b) Work order will be placed on lowest quoted price basis in total excluding applicable GST for all the items taken together mentioned at Appendix – XII at 1,2 & 3 from the technically and commercially accepted offers.
- c) It is to be noted that the 'Price Bid' shall contain rate only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
- d) It has already been indicated under item 2.1, that raw materials, cartridge, foam concentrate, lubricating/cleaning oil, DCP etc. will have to be provided by the contractor whose cost may be included in the Price Bid. However, initially these items to the extent available with HDC, KoPT will be utilized by the contractor whose price as per book value would be recovered from the monthly bill of the contractor.
- e) GST as applicable to be quoted separately as at Appendix – XV as per clause – 14(i).

Appendix - XIII

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF AGREEMENT**

THIS AGREEMENT made this day of 20 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trust 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 the one part and

..... (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed, viz Hiring of Foam Tender with manpower at HDC

..... and have accepted a Tender / offer by the Contractor for the operation and maintenance of one(01)Foam Tender for a period of three(03) years NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
 - a. The said Tender/Offer & the acceptance of Tender/ Offer.
 - b. The General Conditions Of Contract.
 - c. Special Conditions Of Contract.
 - d. The Scope of Work and other obligations
 - e. Technical Specifications of Foam Tender and Technical Qualification of Manpower.
 - f. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of

such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

The Seal of was hereunto affixed in the presence of :
Name: -.....

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____

Appendix - XIV

Declaration by the Tenderer:

I/we have carefully read and understood the detailed Scope of Work, Special Conditions of Contract, General Conditions of Contract (available at KoPT's website), List of various types and capacities of fire extinguishers and other obligations of the Contract as mentioned in the Tender Document (Tender No. Admn-----) for inspection, servicing/maintenance, hydro-testing, refilling and painting of fire extinguishers at Haldia Dock Complex, Kolkata Port Trust.

I/we hereby declare to have bid for the above mentioned tender and further confirm that all laid down Terms and Conditions are hereby accepted by me and I/we agree that I/we shall be bound by the said Terms and Conditions of Haldia Dock Complex, Kolkata Port Trust.

Dated:

Place:

Signature & Office Seal of the Tenderer.

Name of Proprietor:

Address of Proprietor:

(To be filled up and submitted alongwith all the pages of the Tender Document duly signed).

Appendix-XV /1

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Appendix XV/3

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