

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

HALDIA DOCK COMPLEX

TENDER DOCUMENT

FOR

SUPPLY, OPERATION & MAINTENANCE OF BUSES FOR CISF

UNDER

HALDIA DOCK COMPLEX

TENDER No. : ADMN/T/B/ CISF/2021-26

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DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP) 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, SMP 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, SMP 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, SMP, 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, SMP 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, SMP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, SMP, 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.

PART-I: TECHNO-COMMERCIAL PART**SYAMA PRASAD MOOKERJEE PORT
HALDIA DOCK COMPLEX**

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

NOTICE INVITING TENDER (NIT)

Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP, Kolkata) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from experienced, bonafide and reliable transport contractors for Supply, Operation & Maintenance of buses for CISF under Haldia Dock Complex for a period of 5 years.

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

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

SCHEDULE OF TENDER (SOT)

A	Tender No.	ADMN/T/B/CISF/2021-26
B	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through Railtel Portal (https://kopt.enevida.in) The intending bidders are required to submit their offer electronically only through Railtel Portal. No physical tender shall be accepted by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
C	Date of availability of the NIT to parties to download	28/05/2021
D	Date and Time for pre-bid meeting	Pre-bid Meeting on 04/06/2021 at 11.00 am at the office of Sr. Dy. Manager (Administration) at Jawahar Tower, Annex Building, 2nd Floor, Haldia.
E	Estimated Cost of Work	Rs 5.70 Crores (Rupees Five Crore Seventy lakh only) /-
F	Bid Security / Earnest Money Deposit(EMD)	No Bid Security / Earnest Money Deposit(EMD) required to be deposited by the intending bidders. However they are required to submit declarations as per Appendix-XI. otherwise their offer will be summarily rejected. The Appendix-XI should be uploaded along with Techno-Commercial Bid. In case the aforesaid Appendix-XI is not uploaded by

		the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
G	Bid Document Fee	<p>The intending bidders should deposit Bid Document Fee of Rs 2950.00 (Rupees Two Thousand Nine Hundred Fifty only) including GST @ 18%, as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" on any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. treating the same as non-responsive.</p> <p>The Demand Draft / Banker's Cheque should also be scanned and scanned copy should be uploaded with Techno-Commercial Bid.</p> <p>Bid Document Fee in the form of DD/Banker Cheque to be physically deposited at the office of the office of Sr. Dy. Manager, Administration Division, Haldia Dock Complex, Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in sealed envelope, cover should be duly super scribed with "Bid Document Fee". Tender No and title of the work and Bidders Name.</p>
H(i)	Last date of generation of DD / Banker Cheque for Bid Document fee.	Before submission of online e-tender through (https://kopt.enevida.in)
H(ii)	Last date of submission/receiving original copy of Bid Document fee	17/06/ 2021 upto 15:00 Hours
I	e-Nivida Registration Charges	Rs. 2000/- + Applicable GST Per Year (Non Refundable) by net-banking / Debit / Credit card at RailTel Portal only.
	Processing fee for bidding in RailTel Portal	Rs. 8850 (Rupees Eight thousand Eight hundred Fifty only) (Including GST) (nonrefundable) by net-banking / Debit / Credit card at RailTel Portal only.
J	Date of closing of online e-tender for submission of Techno-Commercial Bid and Price Bid	17/06/2021 upto 15:00 Hours
K	Part-I – Techno-Commercial Bid: Date and time of opening	18/06/2021 after 15:30 Hours
L	Part-II – Price Bid: Date and time of opening	Will be informed separately to the Techno Commercially qualified bidders.

ANNEXURE-I**PART-I: TECHNO-COMMERCIAL PART
IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT****WORK TITLE: “SUPPLY, OPERATION & MAINTENANCE OF BUSES FOR CISF UNDER
HALDIA DOCK COMPLEX FOR A PERIOD OF 5 YEARS”.**

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

1

Contact persons (Haldia Dock Complex):

Sri. P .K Das General Manager (M&S)I/C, Ph. No.- 03224-263171, E-Mail: pkdas.hdc@kolkataporttrust.gov.in	Sri. C.Chatterjee Sr.Dy. Manager (Admin.), Ph. No.- 03224-265490, E-Mail: cchatterjee.hdc@kolkataporttrust.gov.in	Sri. S.Mandal Dy. Manager (Admin.), Ph. No.- 03224-263307, E-Mail: snmandal.hdc@kolkataporttrust.gov.in
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Contact persons (Railtel Portal):

1. Shri Shiddharth Ghosh Mob: 9355030604 Email: ewizardsiddharth@gmail.com	2. Help Desk Number : 011-49606060 (Helpdesk tab of Railtel Portal)
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System Requirement:

i) Windows 7 or above Operating System

ii) Firefox (version below 50) / Internet Explorer (version 8 or above) browser.

iii) Signing type digital signature

iv) Java 8 with update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal i.e.<https://eprocure.gov.in/eprocure/app> before responding to this e-tender.

- Bidders Manual Kit.
- Help for Contractors.
- FAQ.

2.	(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC, SMP, Kolkata. Such bidder(s) will be intimated date of opening of Part II i.e. Price bid through E-Mail.
3.	In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
4.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
5.	All correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.
7.	Bidding in e-tender:
a.	In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier.
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f.	HDC, SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender by any Tenderer confirms his acceptance of terms & conditions for the tender.
h.	Unit of Measure (UOM) is indicated in the e-tender. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender /tender document.
8.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	After submitting online bid, the Tenderer cannot access the tender, once it has been submitted with digital signature.

11.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12.	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
13.	The bid will be evaluated based on the filled-in technical & commercial formats.
14.	The bidders must read and understood General Instructions to Bidders, the Commercial terms and Conditions of the Contract, SMP, Kolkata, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender. A declaration in this regard is to be made by the bidder.
15.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EMD of defaulting bidder(s) will be forfeited punitive action including suspension and banning of business can also be taken against defaulting bidders.
16.	Cost of Tender Document and Earnest Money deposit shall be exempted for Micro & Small Enterprises, who shall submit the following documents for availing waiver of EMD and Cost of Tender Document : (i) Valid NSIC Registration Certificate with list of stores / items / services /works, for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.
17.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
18.	Due date of submission of tender will not be extended under any situation.

Special Instruction to Bidders for eNivida

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e [www. https://www.kolkataporttrust.gov.in/](https://www.kolkataporttrust.gov.in/) under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment". The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://kopt.enivida.in>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com/for activation of account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and Processing Fee (Not Refundable) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by HDC/SMP.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids

in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/7278929467/8448288981

Mail id: - enividahelpdesk@gmail.com

ANNEXURE- II**PART-I: TECHNO-COMMERCIAL PART****GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS****1. BACKGROUND:**

1.1 Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP) located at Haldia, West Bengal is one of the Major Port in the East Coast of India under the Ministry of Shipping, Government of India. Syama Prasad Mookerjee Port has its head office at Kolkata. Haldia Dock Complex has its offices at Haldia.

1.2 Haldia Dock Complex intends to engage a suitable experienced, bonafied and reliable transporter for Supply, Operation and Maintenance of buses including driver & helper on the basis of Schedule of Rates as per the contract under Haldia Dock Complex for a period of **5** (Five) years for the purpose of transportation of CISF personnel and or Trustees' employees and or guest in and around Haldia Region in general or any other duty assign by HDC, SMP to different locations within West Bengal or any other location.

1.3 For this purpose, online tender is invited for Supply, Operation and Maintenance of buses including driver & helper for on the basis of Schedule of Rates as per the contract under Haldia Dock Complex a period of **5** (Five) years in accordance with the terms and conditions of this tender document.

2. SCOPE OF WORK:

2.1 The Work of Supply, Operation and Maintenance of buses including driver & helper under Haldia Dock Complex comprises 03 (Three) buses with minimum of 40 seat capacity, primarily for transportation of CISF personnel and or Trustees' employees and or guest in and around Haldia Region in general or any other duty assign by HDC, SMP to different locations within West Bengal e.g. Kolkata, Midnapore, Kharagpur, Digha, etc. or any other location as may be assigned by HDC/SMP. In this regards, extra cost, if any, relating to route permit etc. shall be borne by the contractor.

2.2 The Haldia Region shall include Durgachak, Chaitanyapur, Brajalalchak, Kukrahati etc.

2.3 The buses shall also be utilized for transportation of school children (Dependents of CISF personnel under HDC Unit and or Dependents of the employees of the Trustees) from their residence to School and back. The drivers and helpers of the buses shall be responsible for guiding and helping the students during their journey by bus.

2.4 The successful contractor shall have to make all arrangements for obtaining route permit, fitness certificate, payment of all taxes, insurance, procurement and/or replacement of fuel/lubricants/spares/tyres etc. at his own cost and arrangements for uninterrupted supply & operation of the bus(es) at all times during the currency of the contract.

2.5 Minimum Capacity & Specification of each bus to be supplied:

The contractor shall have to supply all the buses with minimum capacity of 40 seat capacity. The contractor shall have to supply good condition deluxe type bus. The year of Registration not earlier than 01.01.2020 and acceptable to HDC, SMP Kolkata. All the buses should have good quality cushioned seats and back rest. The bus should be registered with RTO/DTO as carrier for commercial purpose. The emission norms of all the buses should BS-IV or BS-VI.

The buses should have valid Contract Carriage Permits. The buses supplied by the contractor shall have such permits/license including Insurances issued by the concerned authority permitting use of the buses on hire (as applicable) and contractor shall be responsible for obtaining such permits/license. Trustees shall not accept any liability whatsoever in then matter. If however, the contractor is required to supply additional bus under a very short notice from HDC /SMP this may be relaxed.

Sufficient space shall have to be kept in between the seats and also in between rows for easy movement and comfortable seating / standing. All the buses shall have glass windows with arrangements for proper locking, easy and smooth opening and closing and self-locking doors. There should not be any water seepages from the ceilings, windows, etc.

Route Nos. along with “Haldia Dock Complex” shall have to be displayed at the front and back sides of each bus for clear visibility from the outside.

Detailed particulars of each bus intended to be supplied shall be furnished by the contractor along with the ‘Techno-Commercial Bid’ of the tender in the format given at **Appendix-III**.

2.6 Particulars of Buses to be deployed under the contract:

Minimum Seat capacity	Number of buses	Average days of deployment per bus in a month (bus day)	Tentative monthly KM run of Buses					Tentative average overtime per bus per month (in Hour)
			CISF-1	CISF-2	CISF-3	Total KM run by 3 buses	Average KM run per bus	
40	3	30.5	3250	6450	6450	16150	5383.34	0.5

2.6.1 As per present indications, 3 buses shall have to be supplied and operated by the contractor daily. The above numbers may however increase / decrease as per requirement during the period of the contract.

2.6.2 Non requirement of any bus which is regularly supplied for any day(s) shall be intimated to the contractor by the EoC or his authorized representative with prior notice of 24 hours. The contractor shall not be paid any of the charge (both fixed and variable) as mentioned in the ‘Schedule of Rates’ for the day(s) of non-booking of the buses. Resumption of performance of the said bus(es) shall be made in 24 hours notice.

2.6.3 During currency of the contract, as and when required by the Trustees, the contractor shall provide additional bus (es) at the same rate, terms & conditions. Such additional bus (es) shall be provided by the contractor to the Trustees within 2 days from the date of issue of the order, failing which the contractor shall be liable to pay penalty for non-supply of buses as per the provision of Clause 7.6.

2.7 Normal Duty Timings for deployment of each Bus under the contract :

2.7.1 The normal duty hours for all the buses under this contract shall be from 0400 hrs to 2300 hrs on all days including Saturday, Sundays and Holidays.

2.7.2 The schedule of duties as well as hours during which each bus shall have to ply shall be indicated to the contractor by EOC or his authorized representative after finalization of the contract. The schedule is subject to changes and modifications from time to time as per Trustees' requirements. The tenderers may inspect a copy of the present route chart and duty hours during office hours at the office of Sr. Dy. Manager (Admn.).

2.7.3 For the purpose of this contract, a "Day" shall mean midnight to midnight and a "Month" shall mean English calendar month.

2.8 Parking /Garage of buses & Empty run from Garage:

- a. The contractor shall make his own arrangements for parking/Garage of all the bus at his own costs.
In case of requirement, the contractor may apply for allotment of open space available under HDC/SMP for setting up of temporary garage, which may be considered for allotment subject to feasibility on licence basis as per prevailing scheduled rates and applicable terms & conditions of licence.
- b. In respect of the buses deployed under the contract , to and from journey from the contractor's garage and the duty point shall not arise and shall not be considered.

2.9 (i) Running and Maintenance:

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

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

If the replacement bus(es) is not of required specification, applicable deduction for the period of operation of such sub-standard bus will be made as per Clause- 7.5.

2.10 Operation and Maintenance of Crew :

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

2.11 Deployment of supervision for day to co-ordination:

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

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

3. Eligibility Criteria

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

3.2 Essential Technical Capacity:

3.2.1 The tenderer must have experience of having successfully completed Similar Works during last 7 years ending last day of 31.03.2021 and the experience must be either of the following: -

- a. Three similar completed works costing not less than the amount equal to Rs.2.28 crores.
Or
- b. Two similar completed works costing not less than the amount equal to Rs.2.85 crores.
Or
- c. One similar completed work costing not less than the amount equal to Rs. 4.56 crores.

Note-I: The term "Similar Work" means successful execution of direct contract for supply, operation & maintenance of vehicles to Govt./Public/Private Sector Enterprise/ Organization for transportation of officials.

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

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

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

3.3 **Essential Financial Capacity:**

3.3.1 Average Annual financial turnover during the last 3 financial years, should be at least Rs 1.71 Crores.

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

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

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

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

4. GENERAL INSTRUCTIONS TO THE TENDERERS

4.1 **Preparation and Submission of Tender:**

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

4.1.2 Language:

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

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

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

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

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

4.1.6 **Price Bid:**

4.1.6.1. The tenderer shall quote their rate against **Fixed Charge, Variable Charge & Overtime Charge** on-line through Portal only against each category of buses to be deployed under the contract, as per 'Schedule of Rates' given at **Annexure-IV** [Price Bid] of this Tender Document and upload the same as per rule considering monthly run (in km), monthly bus-day, daily duty hours & monthly over time (in Hours) of the buses as well as other Terms & Conditions of the tender. No alternative mode of offer shall be accepted. Incomplete 'Schedule of Rates' shall liable the tender to be rejected. The aforesaid quoted rates shall remain unchanged for the entire contractual period.

4.1.6.2 The rates quoted shall include all taxes & other charges relating to supply , operation & maintenance of buses as applicable excluding GST and Toll Tax(if any). Rates quoted shall also include all incidental and contingent work, not specifically mentioned in the tender document but necessary for efficient and satisfactory implementation of the scope of work and other obligations of the contract.

4.1.6.3 (a) **FIXED CHARGE** per day per bus include fixed daily charge for providing one good conditioned bus on hiring basis as per specifications and other details stipulated in Clause 2 (Scope of the work) of the Tender Document and acceptable to the Trustees, operating the same within the stipulated timings (0400 hrs to 2300 hrs), maintaining the bus in good condition at all times, payment of all taxes, duties, insurance premiums, etc, payment for obtaining required fitness certificates, permits, licences as may be necessary, providing all necessary lubricants, spares, tyres, etc. for smooth and efficient running of the bus, including charges for empty run of the bus to reporting point from the contractor's garage and

back ,if any, payment of wages/salaries etc. for operating and maintenance crew and all other charges and costs involved therein and also include all incidental and contingent work, not specifically mentioned in the tender document but necessary for efficient and satisfactory implementation of the scope of work and other obligations of the contract.as per terms and conditions of the contract and also as per directions of HDC.

4.1.6.3(b) **VARIABLE CHARGE** per KM run of a bus is the cost of fuel, etc. for running the bus including idle run of the engine, if necessary, during the course of operation (the items included in 4.1.6.3 (a) above shall be excluded). Kilometer run of a trip shall be measured from starting point of the trip to finishing point of the trip (Clause 7.8 may also referred to) .

4.1.6.3 (c) **OVERTIME CHARGE** per Hour is the charge for engaging the bus beyond the normal duty (0500 hrs to 2400 hrs) hours (Clause 7.10 may also referred to)

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

4.1.6.5 If applicable ,the Toll Tax/parking charges (only Govt. operated) shall be paid extra at actual in relevant cases on the basis of payment slips.

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

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

4.1.7 **Earnest Money Deposit:**

No Earnest Money Deposit (EMD)/Bid Security amount required to be deposited by the intending bidders. However they are required to submit declarations as per **Appendix-XI**. otherwise their offer will be summarily rejected.

The **Appendix-XI** should be uploaded with Techno-Commercial Bid. In case the aforesaid **Appendix-XI** is not uploaded by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.

4.1.8 **Bid Document Fee:**

The intending bidders should deposit Bid Document Fee of Rs 2950.00 (Rupees Two Thousand Nine Hundred Fifty only) including GST @ 18%, as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of "Syama Prasad Mookerjee Port,Kolkata, Haldia Dock Complex" on any Scheduled / Nationalised Bank payable at Haldia, otherwise their offer will be summarily rejected.

The Demand Draft / Banker's Cheque should also be scanned and scanned copy should be uploaded with Techno-Commercial Bid.

In case the aforesaid Bid Document fee (non-refundable) is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.

Bid Document Fee is to be physically deposited at the office of Sr. Dy. Manager [Administration], Jawahar Tower Complex, Haldia Dock Complex, Haldia, PIN 721607, separately in a single sealed envelope, mentioning Tender no. with proper marking within the schedule date of opening of the tender.

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

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

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

4.1.12 The offer including Price Bid shall remain valid for acceptance for a period of 180 days from the date of opening of the Techno Commercial bid.

4.1.13 If before expiry of validity period of offer of 180 days, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the tenderer will be suspended at the option of the HDC/SMP from bidding for any tender for three years

4.2 **Site Inspection:**

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

4.3 **Pre-Bid Conference:**

4.3.1 Pre-Bid Conference shall be held on **04/6/2021 at 11 AM** at the Office of EoC at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Tenderers may participate, if they so desire.

4.3.2 The intending tenderers are advised to send their queries vide email to cchatterjee.hdc@kolkataporttrust.gov.in & snmandal.hdc@kolkataporttrust.gov.in by **03/06/2021** as per format specified below for discussion during the Pre-Bid Conference –

Sl.	Clause Reference	Query
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4.3.3 HDC, SMP intends to furnish response to all queries without identifying the sources, through portal as well as in www.smpportkolkata.shipping.gov.in including modifications / amendments, if any, to the terms and conditions of the tender, scope of work etc., which the intending tenderer is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an Addendum/Corrigendum, which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

5. **TENDER EVALUATION CRITERIA**

5.1 **Test of Responsiveness:**

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

- i) is received by the due date and time including extension thereof, if any,
- ii) is signed, sealed and marked as stipulated in this Tender Document,
- iii) is accompanied by all documents, certificates etc. as mentioned at Annexure-III of the Tender Document.
- iv) does not show inconsistencies between the details submitted in the tender and the supporting documents,
- v) has not proposed any deviation in the tender as compared to the terms & conditions, scope of work etc. as detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda.
- vi) does not have any other inconsistency(ies) in the tender submitted by the Tenderer.

5.2 **Clarifications:**

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

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

5.3 **Confidentiality:**

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

5.4 **Evaluation of Techno Commercial Offer :**

5.4.1 The techno commercial offers of the Tenderers found responsive as per Clause 5.1 above will then be evaluated as per eligibility criteria as detailed in this tender document.

5.4.2 HDC, SMP reserves the right to get the financial capability of the Tenderer verified from the Annual Accounts of the Tenderers (to be submitted along with Techno – Commercial Part) and in case some discrepancy is found, the details as will be ascertained by HDC, SMP shall prevail for evaluation purpose.

5.4.3. HDC, SMP by its own means, may also separately ascertain eligible past experience of the Tenderer from the organizations concerned where the Tenderer have acquired the eligible experience. In case, any discrepancy is found, the details as will be ascertained by HDC, SMP shall prevail for evaluation purpose.

5.5 **Evaluation of Price Bid:**

5.5.1 The techno-commercially qualified tenderer whose Grand Total Amount [aggregate of amounts against Sl. Nos 1 to 3 under column 1(A) + 2(B)+ 3(C)] in the Schedule of Rates (Annexure-IV,Part-II Price Bid) for all buses taken together is the lowest , shall be considered as the successful tenderer.

5.5.2 If the said lowest Total Amount is quoted by more than one tenderer, the tenderers concerned will be required to submit rebate on their originally quoted rates under Column D of the Price Bid, in sealed cover within 3 working days from the date of opening of Price Bid, to ascertain the successful tenderer. The tenderer offering the higher/ highest rebate will be considered as the 'Successful Tenderer'.

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

6. **Acceptance Of Order Letter & Contract Agreement:**

6.1 After finalization of the tender, HDC, SMP shall issue Order Letter to the successful bidder.

6.2 The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Security Deposit within a period of 30 days from the date of issuance of Work Order against the tender, failing which the Work Order will become liable for cancellation with the option of the HDC/SMP to suspend the bidder from bidding for any tender of HDC/SMP for three years

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

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

6.5 **Engineer of the Contract (EoC):**

General Manager (Management & Services), Haldia Dock Complex/Syama Prasad Mookerjee Port will be the 'Engineer of the Contract'.

6.6 **Contract Agreement:**

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

7. SPECIAL CONDITIONS OF CONTRACT

7.1 Placement of Buses for Inspection and Acceptance of HDC/SMP for the purpose of Commencement of Contract:

7.1.1 The successful tenderer shall have to place all the buses (as per required specifications) to be deployed under the contract along with relevant documents e.g. Certificate of Registration, Contract Carriage Permit(CC permit), Insurance etc. before EoC or his authorised Representative for inspection and acceptance within 45 days from the issuance of the Work Order by the successful tenderer, for which no charge shall be paid by HDC.

7.1.2 The contractor may place the buses for inspection & acceptance in phases if he so desires, within the stipulated time of 45 days.

7.1.3 Without acceptance of a buses to be deployed under the contract, the contract shall not commence.

However, in case the contractor is not able to submit CC permit of any brand new bus that he proposes to deploy under the contract [where the concerned bus proposed to be deployed is otherwise as per required specifications & possesses all other required documents] within the stipulated period of 45 days from Work Order, the bus will be allowed to be deployed for the purpose of commencement of contract. However, in such case, provisions of clause 7.4.3 will apply.

7.1.4 After acceptance of the buses by the EoC or his authorized Representative, the successful tenderer will be intimated about the details of deployment points of the each bus. Successful tenderer shall immediately deploy the bus accordingly.

7.1.5 The contract will commence from the date of deployment of all the bus under the contract at HDC after acceptance of buses by EoC or his authorized representative, as per the provisions of the tender and Work Order, which will be the 'Date of commencement of contract'.

7.1.6 Liquidated Damages:

7.1.6.1 In the event of successful bidder failing to commence the contract for supply, operation & maintenance of bus within the stipulated time frame or such extensions thereof as may be allowed by the "Engineer Of The Contract" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ ½% of the total order value for delay in supply, operation & maintenance of bus of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.

7.1.6.2 HDC,SMP may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

7.2 Period of Contract:

The contract shall remain valid for a period 5 years from the 'Date of commencement of contract'.

7.3 Security Deposit:

7.3.1 The successful tenderer shall have to keep Security Deposit for amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Syama Prasad Mookerjee Port :-

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

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

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

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

7.4 Contract Carriage Permit (CC Permit) :

7.4.1 All the buses supplied by the Contractor shall have permits / license issued by the concerned authority permitting use of the bus on hire (as applicable), valid for the entire period of its deployment under the contract /extension thereof and the contractor shall be responsible for obtaining such permit/ license. Trustees shall not accept any liability whatsoever in the matter.

7.4.2.1 Contract carriage Permit (CC Permit) of concerned buses to be deployed under the contract shall have to be submitted prior to the commencement of the contract [Please refer Clause 7.1.3 of the tender document].

7.4.2.2 During currency of contract, a bus not having valid contract carriage permits would be treated as per provisions laid down in Clause 7.5 of the tender document

7.4.3 In case the contractor is not able to submit CC permit of any brand new bus(es) that he proposes to deploy under the contract within the stipulated period of 45 days from Work Order, further time of one month from the date of deployment of the concerned bus(es) at HDC will be allowed without any penalty for obtaining CC Permit. Failing which, the bus(es) will be considered as sub-standard bus and provisions of Clause -7.5 will apply.

7.5 Deployment of Sub-Standard bus(es) during the currency of contract:

7.5.1 No relaxation shall be made regarding specifications of the bus deployed under the contract as stipulated in the tender document. Bus must also possess contract carriage permit wherever applicable, as per terms & conditions of this tender document and bus without valid contract carriage permits shall be considered as sub-standard.

7.5.2 In case the contractor provides bus which do not fulfill any/all of the specifications as mentioned hereinabove, and / or do not possess contract carriage permit wherever applicable, the payable amount to the contractor against the bus for the period of supply of sub standard bus(es) shall be reduced as per the following formula:

1. The rate of fixed charge shall be reduced by 20 % per day for the first ten days the said sub standard bus(es) ,
2. The rate of fixed charge shall be reduced by 40 % per day for the next ten days of supply of the sub-standard bus ,
3. The rate of fixed charge shall be reduced by 50 % per day for the next ten days of supply of the sub-standard bus ,
4. Continuation of supply of sub-standard bus beyond 30 days shall be treated as non-supply and compensation as per Clause-7.6 shall be levied.

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

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

7.6.1 In case the HDC/SMP is deprived of the use of any bus at a duty point of the kind mentioned hereinabove during the contractual period for a day / a number of days by reason of non-supply, an amount equivalent to the accepted Fixed Charge per day per bus shall be deducted from payable amount for the month. In addition to the same, a sum equivalent to 50% of the said amount plus GST shall be recovered from the running bill of the contractor.

7.6.2 (i) In case of failure on the part of the contractor to supply any bus at a duty point during duty hours on any day, Compensation charge at the rate of Rs 250/- plus GST per hour or part thereof shall be payable by the contractor to the Trustees subject to a maximum of an amount equivalent to Fixed Charge per bus per day plus GST .

7.6.2 (ii) Compensation charge at the rate of Rs 20/-plus GST per km. or part thereof shall be payable by the contractor to the Trustees in case of failure on the part of the contractor to supply any bus during duty hours on any day.

(Existing Variable charge =Rs 16.88+ escalation amount per Km as on 01.11.2020= Rs 2.54, i.e Rs 19.42 say Rs 20.00)

7.6.3 Compensation charge at the rate of Rs.420/- (400X1.05) plus GST per hour or part thereof shall be payable by the contractor for the time lost if any for refueling of the bus during duty hours on any day.

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

7.7 Periodical Inspection:

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

7.7.2 If the contractor does not discontinue the supply of sub-standard bus to HDC/SMP, the rate of fixed charge of such bus(es) shall be paid in accordance with the provision of Clause-7.5 thereof.

7.8 Log Book and Reckonable Kilometerage :

7.8.1 Printed Log Books / trip statements in prescribed format shall have to be supplied by the Contractor at his own cost for the bus.

7.8.2 The Log Book shall contain the following items :-

- a. Date, Bus No., Route No. , Description of each trip, Km travelled against each trip, total kilometer run in a day, releasing and reporting time
- b. Kilometer run of a trip shall be measured from starting point of the trip to finishing point of the trip. The to & fro distance between the contractor's garage and the starting / finishing point shall not be reckoned for the purpose of calculation of total actual run of each bus.

7.9 Payment of bills under the contract:

7.9.1 The contractor shall raise bills against supply & operation of concerned bus as per the concerned 'Schedule of rates' quoted by the successful tenderer & accepted by HDC/SMP plus applicable GST.

7.9.2 The contractor shall submit GST compliant bills (4 copies) every month along with the relevant log book and trip statements duly signed and filled to the office of Sr. Dy. Manager (Admn.). Payment shall be made within 30 days (HDC/SMP office working days) after the date of submission of clear and complete bill by the party.

7.9.3 Payment to the contractor shall be made to the designated bank of the contractor through ECS mode.

For the purpose, the contractor shall submit the following details:

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

7.9.4. If applicable , payment for Toll charges/Parking charge to be made extra at actual subject to production of payment slip.

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

7.9.6 SMP shall make deductions as applicable for various non-fulfillments of the Scope of Work and other obligations on the part of the contractor as per the tender conditions from the monthly bills.

7.10. Payment of charges for keeping the bus(es) beyond the normal duty hours:

For the requirement of the Trustees, any of the bus may be engaged beyond the normal duty hours specified in Clause 2.7 for which overtime charges shall be paid at the rate accepted by the Trustees under this contract. The contractor shall quote such charges in the 'Schedule of Rates'.

7.11 Escalation:

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

7.11.2 The rate of escalation/de-escalation for fuel shall be the actual difference between the rate of HSD prevailing at Haldia (price of IOCL shall be considered) on the last date of submission of tender and the minimum rate of HSD at Haldia (price of Oil PSUs) prevailing in a given month for which the escalation/de-escalation is effected and claimed. For the purpose of calculating the escalation/de-escalation on account of fuel oil (HSD), the rate of consumption of HSD per KM run of a bus shall be considered as 0.20 ltrs. / km

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

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

7.12 Taxes, Labour Laws and other Regulations:

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

7.12.2 The contractor shall be fully and exclusively liable for the payment of any and all taxes now in force or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government /local bodies which are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the contractor. The HDC, SMP shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep HDC/SMP indemnified against all losses or damages or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment of wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the HDC, SMP. The contractor shall be liable to pay any increase of wages / salaries of his employees during the contractual period.

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

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

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

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

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

7.16 **Insurance:**

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

7.17 **Non-assignability:**

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

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

7.19 Payment of charges for part supply on days of Bandhs, Strikes, etc. called by political parties, payment of fixed charge on such days would be made on prorata basis on the basis of actual period of supply. Variable charges would be paid on actual kilometer run. Overtime charges would also be paid on actuals, if any.

7.20 In case of abandonment of the work of supplying bus to the HDC/SMP within the contract period, HDC, SMP shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.

7.21 FORCE MAJEURE:

Force Majeure Event shall mean any event or circumstance 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.

- (a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earthquake, Fire.
- (b) Strike, boycotts or other forms of labour unrest, excluding strike or boycotts by employees of the Contractor or by the employees of the agents /representatives /Sub-contractors engaged by the contractor) and labour disruption or any other industrial disturbances not arising on account of the acts or omissions of the contractor.
- (c) Act of war, riot.etc
- (d) Industry wide or statewide strikes or industrial action
- (e) any Civil Commotion, boycott or mass agitation which prevents the contractor in supplying /operating the equipment under the provision of the contract.

7.21.1 Notice of Force Majeure Event – The Contractor shall give notice to HDC, SMP, in writing of the occurrence of the Force Majeure Event [“the Notice”] as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

The notice shall inter-alia include full particulars of:

- (a) The nature, time, occurrence and extent of the Force Majeure Event with evidence in respect thereof,
- (b) 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,
- (c) The measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
- (d) Any other relevant information.

7.21.2 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 the 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.

7.21.3 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 is reasonably warranted by the Force Majeure Event.

7.21.4 Resumption of Performance – 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 HDC, SMP of the same in writing.

7.21.5 Extension of time for performance of obligations – HDC, SMP may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by HDC, SMP at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

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

7.22 Dispute Resolution:

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

7.23 Event of Default:

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

- a. In case there is delay in commencement of contract beyond **183** days from date of Work Order.
- b. If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.
- c. If representation made, or documents / certificates submitted or warranties given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- d. The successful bidder is adjudicated bankrupt or insolvent.
- e. The successful bidder assigns or transfer job as per provisions of the contract to any third party without permission from HDC-SMP.
- f. If the successful bidder, through its employees, get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

7.24 Termination of Contract either in Part or In Full:

7.24.1 If at any time during the period of contract it is observed that there is an occurrence of a event of default as mentioned in clause 7.23 of the tender document and / or bus / bus(es) is / are not being supplied as per desired specification and / or the bus / bus(es) are not being operated and maintained properly and / or the statutory & legal obligations in respect of supply and operation of bus / bus(es) are not being fulfilled by the contractor and / or the numbers of bus(es) required by HDC has decreased from its original estimate, the EoC or his authorized representative shall assess the position and if he is of the opinion that

the conditions of the bus / bus(es) and / or operation of the bus / bus(es) are not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the contractor and / or the necessity of hiring bus(es) no longer exists, the EoC or his authorized representative, the contract will be liable for termination, either in full or in part, after giving **30 days'** notice and decision of the competent authority of HDC/SMP in the matter shall be final and binding on the contractor.

7.24.2 Upon termination of the contract, for any of the reasons the EoC or his authorized representative shall be entitled to carry on the transport services at the risk and expenses of the contractor through any independent agency for the balance period of the contract and to recover from the contractor in addition to any other amount, compensation or damages that SMP is entitled to in terms of the other relevant clauses in the tender document. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.

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

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

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

7.25 . Foreclosure of Contract in full or in part :

If at any time after the commencement of the contract, HDC/SMP decides to foreclose the contract in full or in part for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer of the contract (EoC) shall give 30 days notice in writing to that effect to the contractor and contractor shall take appropriate action accordingly and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work

7.26 Contractor to Indemnify SMP:

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

7.27 Integrity Pact:

- (a) The Tenderer shall have to submit the duly filled-in, signed and stamped (on each page) Integrity Pact enclosed as Appendix-XII along with the techno- commercial bid of their offer, failing which their offer will not be considered any further.
- (b) Names of the Independent External Monitors (IEM) for this tender will be provided, if necessary, after the pre-bid meeting.

8. General Conditions Of Contract :

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

Annexure-III

LIST OF DOCUMENTS TO BE UPLOADED

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

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

Appendix-I

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

Covering Letter

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

Dear Sir,

I/We, (Name of tenderer) having examined the Tender Document including any Addendum/corrigendum thereof and understood its contents, hereby submit the Tender for supply ,operation & maintenance of buses for CISF under Haldia Dock Complex, Syama Prasad Mookerjee Port .

2. I/ We accept all the terms & conditions of contract & have no reservations to any provision as mentioned in the tender document including any Addendum/corrigendum thereof.

I / We have signed all the pages of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.

I / We have submitted copies of the required documents/certificates as mentioned at Annexure ----- of the tender document.

I / We have deposited requisite BID SECURITY DECLARATION ~~Earnest Money~~ and Tender/Bid Document fee for the tender.

Or

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

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

I/We shall make available to Syama Prasad Mookerjee Port (hereinafter referred to as SMP) any additional information it may find necessary or require to supplement or authenticate the Tender.

I/We acknowledge the right to SMP to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We declare that I/we, are not a Member/associate of any other tenderer applying for pre-qualification.

I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company or any associate is not associated with any other tenderer bidding for the instant work.

I/ We also certify the following:-

I/We/any of the consortium members have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.

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.

I/we hereby undertakes that I/we will abide by the decision of SMP in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP in this regard.

I/we declare that none of the bus(es) to be supplied shall be owned by near ones / relatives of any official of SMP.

I/We understand that SMP reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Thanking you,
Yours faithfully,

Signature of Power of Attorney Holder(s) Name:

.....

Designation:

Date: ----- Seal

Appendix-II

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

PROFILE OF THE TENDERER

1. (a) Name of the Tenderer:
 (b) Country of incorporation:
 (c) Nature of the Company (whether private or State-owned entity) :
 (d) Address of the corporate headquarters and its branch office(s), if any in India:
 (e) Date of incorporation and commencement of business:
2. Brief description of the Company including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/ communication for the Tenderer:
 (a) Name :
 (b) Designation:
 (c) Company :
 (d) Address :
 (e) Telephone Number:
 (f) E-Mail Address:
 (g) Fax Number:
4. Particulars of the Authorized Signatory of the Tenderer :
 Name :
 Designation :
 Address :
 Phone Number :
 Fax No. :
5. Details of the Banker(s) for the Tenderer:

1) Bank A/c No.:	
2) Name of Bank :	
3) Name of Branch:	
4) Branch Code:	
5) RTGS Code (if applicable):	
6) Full address of Branch:	
7) FAX No. & Phone No. of Branch:	
GSTN Registration. No.	
Permanent Income Tax Account No. (PAN) of Income Tax.	
Professional Tax Registration No. , if applicable.	
Trade License No.	
Reference No. of NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate, if applicable.	

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

Signature of the Tenderer & Office Seal Date: _____ Seal :	Signature of Authorized Signatory Name: Designation: Date : Seal:-----
--	--

Appendix-IIA

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

Format For Power Of Attorney For Signing Of Tender

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

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

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

(Attested signature of Mr. _____)

For _____(Name of the Tenderer)

(Signature with Office Seal)

Date :-

Place:

Name :-

Designation:-

Address :-

Appendix-III

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

FORMAT FOR SUBMITTING DETAILS OF THE BUS INTENDED TO BE SUPPLIED

Specification of the bus		Particulars of the bus to be supplied		
		Bus -1	Bus-2	Bus-3
Year of Registration	Not earlier than 01.01.2020			
Registration Number				
Emission Norms	BS-IV or BS-VI			
Type of Registration	Commercial			
Road Tax Paid upto				
Insurance valid upto				
Seat Capacity	Deluxe type with minimum of 40 seater bus.			

Date:

Signature of the authorized representative
of tenderer and office seal.

Appendix-IV**FORMAT FOR DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE**

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

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

Details of experience during last 7 years ending on 31.03.2021 (Reference Clause 3.2)

Sl. No	Contract Reference No and the name of the organization who placed the order	Total Contract Value of the Work Order	Whether the contract has been completed. If yes, the date of completion of the work.	In case the contract is on-going, the extent of work completed till 31/03/2021.	Details of work completion certificate

Note :

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

Signature of Authorized Signatory

Name :

Designation :

Date :

Seal

CERTIFIED BY

Name of Statutory Auditor /Chartered Accountant Firm

Registration no. & other details

Name of Signatory

Signature.....

Designation

Date

Appendix-V**FORMAT FOR DEMONSTRATING FINANCIAL CAPACITY (in Rs lakhs) (Reference Clause 3.3)**

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

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

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

Signature of Authorized Signatory

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Statutory Auditor/Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Appendix-VI

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

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

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

Affidavit

I _____ son of _____ aged about _____ years,

by faith _____ by occupation _____ residing

at _____, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director _____ having

office at _____ and carrying on business on the same name and style.

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

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

3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port as per the clause no. _____ of the Tender vide Tender no. _____ issued by the Syama Prasad Mookerjee Port 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-VII**(To be downloaded, filled up, signed with seal, scanned and uploaded)****Affidavit Format in case the Tenderer is not covered under Provident Fund Act or Exempted**

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

Affidavit

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

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

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

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

3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port as per the clause no. _____ of the Tender vide Tender no. _____ issued by the Syama Prasad Mookerjee Port 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:

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

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

BANK GUARANTEE FOR SECURITY DEPOSIT

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

Name of Work: **SUPPLY & OPERATION & MAINTENANCE OF BUSES FOR CISF UNDER HALDIA DOCK COMPLEX**

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

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

In consideration of the Board of Trustees for the Syama Prasad Mookherjee Port, Kolkata, a body corporate – duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), (hereinafter referred to as “The Trustees”) 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’ bill under the terms and conditions of contract made between the trustees and the contractor for

.....(write the name of the work as per Work Order) in terms of Work Order No..... date.....(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 Bank Guarantee for Rs.....(Rupees.....

.....),we,.....Branch,Kolkata...../Haldia,do on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....),we,-----

Branch,Kolkata...../Haldia,further agree that if a written demand is made by the Trustees through any of its official for honouring the Bank Guarantee constituted by these presents, we,..... Branch,Kolkata... which expression shall mean and include their successors and assigns) have submitted their offer against the Bid.

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

Branch, Kolkata/Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of Rs..... only. We, Branch, Kolkata...../Haldia, do on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of

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

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

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

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

5. We..... Branch, Kolkata...../Haldia, lastly undertake not to

revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

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

Note :

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

FORMAT OF AGREEMENT

THE BOARD OF TRUSTEES FOR THE SYAMA PRASAD MOOKERJEE PORT, KOLKATA
THIS AGREEMENT made this day of 20 between the Board of Trustees for the Syama Prasad Mookherjee Port, 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 and have accepted a Tender / offer by the Contractor for the survey, development, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____

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

On 100/- (Rupees 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
Syama Prasad Mookerjee Port (A Statutory Body under the MPT Act, 1963).

2. WHEREAS , the said Syama Prasad Mookerjee Port had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act (exempted), to furnish an Indemnity Bond in favour of Syama Prasad Mookerjee Port 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 Syama Prasad Mookerjee Port against all damages and accidents occurring to the labourers of the Tenderer/Contractor as demanded by the Syama Prasad Mookerjee Port and which shall be legal and /or claimed by the Syama Prasad Mookerjee Port during the execution of the work stated in the Tender No. _____

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Syama Prasad Mookerjee Port 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 _____.

(To be downloaded, filled up on Company's Letter Head , signed with seal, scanned and uploaded along with Techno Commercial Bid)

“BID SECURITY DECLARATION” BY THE BIDDER

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

Sub: Tender for “**supply ,operation & maintenance of buses for CISF under Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**”.

Ref : Tender No :

Dear Sir,

I/We (Name of tenderer) the undersigned do hereby declared that I/We am/are accepting all the terms and conditions of tender and if I/We are in a breach of any obligation withdraw or modify our bid during period of validity etc., I/We will be suspended from bidding for any tender with you for three years

Yours faithfully,

Signature of Power of Attorney Holder(s) Name:

.....

Designation:

Date: ----- Seal

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

Integrity Pact

Between

Syama Prasad Mookerjee Port (SMP), Kolkata hereinafter referred to as “**The Principal**”.
And

..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

- a.No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s), the same information and will not provide to any Bidder(s) confidential/ a d d i t i o n a l information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation i n the tender process and during the contract execution.

- a.The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India; if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annex-A.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex-B.

Section 4-Compensation for damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

Section 7- Criminal charges against violation Bidder(s)/Contractors/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or an employee or representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 9 – Other provision

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not be made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of Bidder/Contractor.)
(Office Seal)

Place : Date :

Witness 1:
(Name & Address)

.....
.....

Witness 2:
(Name & Address)

.....
.....

PART – II: PRICE BID

SCHEDULE OF RATES

Item No.	Description	Rate (in Rs) per bus per day	Number of buses	Total Monthly Implication for Fixed charge (Rs)
1	FIXED CHARGE per day per bus :- Daily Fixed charge for providing one good conditioned bus on hiring basis (Please refer Clause -2, & Clause 4 1.6.3(a) of Tender Document)	A1	A2	A= A1XA2X30.5
			3	
Item No.	Description	Rate (in Rs) per KM run	Number of Buses	Total Monthly Implication for variable charge (Rs)
2	VARIABLE CHARGE per KM run :- Cost of fuel, etc. for running the bus supplied above, including idle run of the engine, if necessary, during the course of operation (the items included in 4.1.6.3(a) shall be excluded). Kilometer run of a trip shall be measured from Starting point of the trip and Finishing point of the trip [Please refer Clause 4.1.6.3(b)of the Tender Document]	B1	B2	B=B1XB2X5383.34
			3	
Item No.	Description	Rate (in Rs) per Hour	Number of Buses	Total Monthly Implication for Overtime charge (Rs)
3	OVERTIME CHARGE per Hour :- Charges for engaging the bus beyond the normal duty (0500 hrs to 2400 hrs) hours [Please refer Clause 4.1.6.3(c) & Clause 7.10]	C1	C2	C=C1XC2X0.5
			3	
Grand Total (D) [sum of Item 1(A)+2(B)+3(C)]				D=(A+B+C)

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