



**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX**

An ISO - 9001 : 2015 Organisation



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Operational Building, Chiranjibpur, Haldia,
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No.: SDM(P&E)/1078/ENQ/46

Dated: 01.09.2021

Subject : Budgetary enquiry for " Hiring of 02 nos. of heavy duty truck mounted vacuum sweeping machine for Haldia Dock Complex for a period of 05 (five) years."

You are requested to submit your **sealed budgetary offer**, for " Providing road sweeping services through Truck Mounted Heavy Duty Vacuum sweeper to Haldia Dock Complex for a period of 05 (five) years." as per the terms and conditions of the enquiry and the 'Bill of Quantities' (BoQ) furnished in Annex - "a" (enclosed).

Your offer should be based upon the following terms and conditions:

1. Price basis:

- 1.1 The quoted price shall be inclusive of all charges for supply of the machine, as per specified Technical specification & BoQ, and providing services including comprehensive O&M and related services except GST.
- 1.2 The tenderer shall fill in 'Unit Rate' and 'Amount' for the item, as described in the 'Bill of Quantities', as per the required break-up.
- 1.3 The prices quoted shall be exclusive of GST as well as any statutory levies and/or other charges levied by any Central/State/local authorities, which shall be paid extra, at applicable rates, at the time of supply of goods. As such, details thereof, as applicable, are to be furnished clearly in the offer.
- 1.4 The prices should be firm and no variation, except towards statutory duties, levies and taxes, shall be payable.
- 1.5 Any new statutory levies, taxes, duties, cess, etc. imposed by the Central/State/local authorities, by way of fresh notifications, subsequent to the issue of Work Order/Purchase Order, but within the stipulated delivery period, shall be paid extra.

2. General terms & conditions related to GST:

- 2.1 Supplier to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 2.2 The Supplier agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions hereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier should ensure accurate transaction details, as required by

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GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier and details available with Kolkata Port Trust, then payments to Supplier to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- 2.3 Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- 2.4 Supplementary invoices/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- 2.5 The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
3. **Income Tax:** Deduction of Income Tax shall be made from any amount payable to the contractor as per the relevant provision of the Income Tax Act.
4. **Payment terms:** payment will be made, on the basis of actual services given to the HDC, within 30 (thirty) days from the date of submission of clear, unambiguous certified bills. Certification of the same will be done by Sr. Dy. Manager(P&E) or his authorized representative, HDC.

The bills should be submitted, in quadruplicate, to the office of the Sr. Dy. Manager (P&E), along with all relevant documents like attendance sheet, duly certified service log, wage register, EPF, ESI and other statutory payment receipt etc.

Payment will be made in Indian Rupees through the banker of the contractor i.e. through ECS. During submission of bill(s), the following information must be submitted by the Contractor regarding their banker:

- a) Savings/Current Account Number:
 - b) Name of the Bank:
 - c) Name of the Branch and address thereof:
 - d) RTGS Code of the Branch
5. **Brief Scope** The contractor has to deploy 02 nos. of brand new truck mounted mechanical road sweeping machine to undertake cleaning of roads (paver block, concrete, bituminous) inside dock premises of HDC for 05 (two) years. The equipment has to be as per specified technical specification.

The total work includes 10 hrs. of operation per day (everyday), comprehensive maintenance, consumables, safe disposal of dust/filth/ dirt/ muck/ spilled cargo etc., and eventual transportation of the dust/filth/ dirt/ muck/ spilled cargo to the specified points (within dock premises), including all other items required for cleaning to the satisfaction of the Engineer of the contract or his authorised representative. Only, HSD will be supplied by the HDC. Cleaning of heaps less than 0.5-foot height is under the scope of the contractor.

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6. **Operation Time:** 10 hrs. each day each machine for entire contract period.
7. **Manpower:** 01 heavy duty truck driver/operator with valid licence and 02 cleaner/ helper per machine. Operating a machine without aforementioned manpower will be considered as non-availability of the machine.
8. **Mobilization Period & Liquidated Damage:** 120 days from the date of placement of Lol/LoA or work order, whichever is earlier. In the event of the failure of the contractor to deploy the machine as per contract within the mobilization period or such extension(s) thereof, as may be allowed by Sr. Dy. Manager (P&E) in writing, the contractor will be required to pay as compensation to the Trustees and not as penalty @ $\frac{1}{2}\%$ for every week or part thereof of the total value of work (contract price), provided always the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the said value of work. The Trustees may, without prejudice to any other method of recovery, deduct the amount of such damages from any money which is due or which may become due. The payment or deduction of such damages shall not relieve the contractor from his/ her obligation to complete the contract obligation or liabilities under the contract. GST will be applicable on L.D amount.
9. **Inspection and deployment:** The HDC will engage TPIA (Third Party Inspection Agency) at its own risk & cost to inspect the machines at works prior dispatching. The contractor must provide all types of assistance for required inspection. The contractor needs to facilitate the inspection at site done by the TPIA, engaged by HDC at its own cost. The machines will be declared as operating only after clearance by the TPIA after satisfactory trial run at site. 07 days should be provided by the contractor for inspection from the date of receipt of the inspection call from the contractor.
10. **Health Check-up:** Health check-up of the machines must be done by the OEM annually. Such health check-up will have to be facilitated by the contractor at their own risk, cost & arrangement. OEM's recommendations must be complied with by the contractor within 03 calendar months from the date of submission of the report by the OEM. No payments will be made if the contractor fails to comply with the recommendations made by OEM even after two months' time from the submission of the report.
11. **Replacement of machine(s):** The deployed machine(s) may be replaced by the brand new machine(s) not inferior in terms of technical specification to the deployed machine(s), after taking prior permission of the Engineer of the Contract. For replacement of machines, the contractor will have to facilitate Third Party Inspection (both pre-dispatch and at site) by engaging any of the TPIA from the HDC's given list of TPIAs. The list will be provided along with the permission of the Engineer of Contract for replacement of the machine(s). The replaced machines will be declared as operating only after clearance by the TPIA after satisfactory trial run at site.
12. **Fuel Consumption:** Only HSD will be provided by HDC from dock premises but the arrangement for collecting HSD will be the sole responsibility of the contractor. Fuel consumption will be jointly recorded for 10 days of operation as early as the contract work is started to ascertain the fuel consumption rate (per hr per machine). Year wise fuel consumption rate (per hr) per machine (truck mounted) is also required to be quoted in the BoQ. Fuel consumption rate (optimum) for the entire year of operation will be considered as the lower between quoted rate & recorded rate. In the beginning of the annual operation cycle, recording of fuel consumption for 10 days during operation, as mentioned earlier, would be repeated to ascertain the fuel consumption

rate (per hr per truck mounted machine) for that year. Optimum fuel consumption rate would be again determined in the same fashion i.e., lower between recorded consumption rate & quoted consumption rate for that year. If the contractor consumes extra HSD with respect to the pre-determined rate, the appropriate amount i.e. the price of the extra HSD calculated on the basis of the retail price at Haldia on 1st day of the subject month plus 19.25% as overhead, will be deducted from the contractor's monthly bill.

The truck mounted machines will not be allowed to leave the dock premises without prior permission/ intimation to the HDC's representative.

Fuel consumed during taking the truck mounted machines out of the dock premises for maintenance and till they report back to the site, will have to be borne by the contractor. To ascertain fuel consumption per Km, a joint trial run would be carried out at site after commencement of contract, for truck only. Fuel consumed for maintenance purpose will be recovered from the contractor's monthly RA bills at the rate of retail price at Haldia on 1st day of the subject month.

13. Scheduled Maintenance: Maximum 1200 hrs./ year per machines will be given for Scheduled maintenance. Scheduled maintenance plan must be submitted before beginning of the contract. Without acceptance from the Engineer of the contract or his representative of the submitted scheduled maintenance plan, the contractor will not be allowed to commence the contract.

14. Minimum Technical parameters of the machine (Brand new):

- The machine should be effective to remove slurry or sticky materials from the road. Machine must have water sprinkle dust suppression system at source or cyclonic suppression system.
- The machine should operate on concrete, bituminous and paver block road provided side brush should be made of steel wire brush and main broom PPN.
- The machine should work during rainy season. The machine should be equipped with water spray nozzles on the Side Brushes to suppress dust and there should be similar spray nozzles inside the Hopper to spray water mist and to avoid flying dust. The system should be water suppression in nature to work in wet & dry both application.
- Machine should at least carry 1700 -1800ltrs of water at a time which will increase the proper cleaning time.
- Type of brush, material of brush and the diameter of the brush: Side Brush is to be made of single segment steel wire, dia 550 - 650 mm and main broom dia. 350 -450 mm x 1100 - 1300mm length made of PPN (preferably) which can loosen and remove the slurry from road.
- Container size: Dust collection will get increased with water suppression system inside the hopper for maximum area coverage and hopper capacity should be 5.8m³ to 6.2 m³ made of Heavy Duty Stainless steel to avoid corrosion.
- The machine should work at least 10 hrs. per day. Should be of approved Indian make of ISI Mark and Highly fuel efficient with a power rating not more than 100 - 110 HP and not exceeding 3500 - 4500 CC.

15. Earnest Money: No Earnest Money should be submitted along with your offer. Earnest Money Receipt / Banker's Cheque/ Demand Draft shall be submitted in a separate sealed envelope marked "EARNEST MONEY" and superscribed with the title of the work, Enquiry No.,

Bidder's identity, etc. Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited. Documentary evidence i.e. copy of Valid NSIC Purchase Enlistment Certificate under single point registration scheme are required to be submitted (if applicable).

Earnest Money may be liable to forfeiture at the option of the Trustees, if the Tenderer withdraws his offer within the validity period of the offer and / or alters / amends any terms and / or condition and / or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by the Kolkata Port Trust in writing) making it unacceptable to the KoPT; For the purpose of this provision, the validity period shall include any / all extension thereof agreed by the Tenderer in writing. The Trustees shall also be at liberty to deduct any of their dues from Earnest Money.

16. **Security Deposit:** You shall have to deposit 3% of the total value of order, within 15 (fifteen) days from the date of placement of order in the form Banker's Cheque or by Demand Draft of a Nationalized Bank of India drawn in favour of 'Kolkata Port Trust, Haldia Dock Complex' and payable at Haldia - with Sr. Dy. Manager (Finance), HDC, KoPT, which shall be retained as Security Deposit till successful expiry of the guarantee period.

The Security Deposit may also be deposited in the form of an irrevocable and unconditional Bank Guarantee from a Nationalized Bank/Scheduled Bank of India, for an amount equivalent to 10% of the contract price, as per the draft Bank Guarantee as per Annex - "b" of this enquiry document. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Kolkata High Court.

The Security Deposit will be refunded, without interest, after the successful execution of the order and completion of the guarantee period and submission of 'No Claim Certificate' (Form G.C. 3) by the Contractor as per Annex - "c" (enclosed).

17. **Penalty:** Penalty will be deducted from the RA bills on pro-rata basis for every non available hour or part thereof. Non availability during any part of the hour will be treated as non available during a full hour.

Example: If we consider hiring price as Rs.9000/- per machine per month, then the per day hiring charge is Rs.300/- (i.e. 9000/30) per machine per day. In other word, considering operational hrs. per day is 10, hiring charge is Rs. 30/- (i.e. 300/10), per machine per hr. If a machine is non-available for 1.6 hrs., the deduction will be as Rs. 30X2=60/-.

18. **Force Majeure:** In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which such Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term 'FORCE MAJEURE', as employed herein, shall mean acts of God, Earthquake, Tsunami (caused by earthquake at the ocean bed), War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane/Cyclone, Strike {excluding that of the contractor's supplier(s) or the sub-contractor's employees}. Upon the occurrence of such case and upon its termination, the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately, but not later than 48 (forty-eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.



19. Access to Site :

The tenderer shall visit the site and get themselves acquainted with the existing facilities. Haldia is linked by road through National High Way 6 & 41 via Mechada and by rail from Howrah and Kharagpur via Panskura. The Coal Handling Plant is situated inside the Dock Area, 3 kilometres away from the main road.

20. Working Facilities: The contractor will be provided with a space at Central Garage, HDC at a token price of Rs. 100/- per month for repair & maintenance, office & store. However, electricity and water (other than operational usage) will be given as per the standard rate of HDC. Necessary length of cable, energy meter and other accessories for the aforesaid proposes shall be arranged by the contractor from the nearest power sources. However, necessary connection from HDC's water line to be arranged by the contractor from the nearest source. However, water for sweeping will be provided by HDC at free of cost but arrangement for collection from the point of source (will be within the dock premises) shall have to be made by the contractor at his cost.

21. Damage to existing parts: The contractor should take all precaution during execution of work under so that no damage is done to Port's property. However, in the occurrence of any, contractor will be held responsible for any kind of damage done to existing parts and will have to take corrective measures to make good at his own cost and arrangement.

22. Default Clause: During contract period, the contract may be terminated, at the sole discretion of the HDC, on the ground of default (i.e. fail to provide none of the machines on consecutive 15 days in two occasion during the contract tenure).

23. SUB-CONTRACTING : The contractor shall not sub-contract the whole work and shall not directly or indirectly transfer, assign or sublet the contract or any part thereof without written permission of the Engineer. However, the approval of HDC, KoPT will not relieve the contractor of any of his / their obligations under this contract.

24. LABOUR:

- I. The contractor shall make their own arrangements for the engagement of all labours for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
- II. In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- III. The contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst their employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
- IV. The contractor shall, at all times during the continuance of the contract, comply fully with all existing Acts, Regulations and Byelaws, including all statutory amendments and re-enactment of State or Central Government and other Local Authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or Local Authority, including Indian Workmen's Compensation Act,

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Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, 1970, etc.

- V. If, as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, HDC, KoPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, HDC, KoPT shall be entitled to deduct the same from any money due or that become due to the contractor under this contract or any other contract or other wise recover from the contractor any sum, which HDC, KoPT is required or called upon to pay or reimburse on behalf of the contractor. All Registration and Statutory Inspection Fees, in respect of their work pursuant to this contract, shall have to be paid by the contractor.
- VI. The contractor shall indemnify HDC, KoPT in the event of HDC, KoPT being held liable to pay compensation for injury to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act and shall keep the same renewed, from time to time as necessary, for the duration of the contract and produce the same to the Engineer.
- VII. The contractor should provide full medical treatment to their staff and labourers in case of accident on duty, which will, inter alia, include their obligations under the Workmen's Compensation Act, 1923, including all amendments thereof. HDC, KoPT shall, in no manner, be liable to the contractor or any person engaged/employed by them or any other person for injuries or death caused as a result of accidents either within or outside the site of work under the contract. The contractor shall be responsible for such contingencies and will make good all claims for compensation, claim by their personnel/workmen or the families of the sufferer(s), as the case may be, or as per the decision of the appropriate authority/tribunal or other involved persons.
- VIII. The contractor shall pay the labours engaged by them, on this work, not less than a fair wage, under the Minimum Wages Act, for corresponding workforce working in Haldia, West Bengal, India.
- IX. It is explicitly made clear that both before and after the completion of the work or termination of the contract, HDC, KoPT shall have no liability, whatsoever, for the personnel to be engaged by the contractor for the work under this contract.

25. **LABOUR LAWS:** The contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the contractor for execution of the work.
26. **SAFETY:** The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules / regulation.

The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work and in case of failure to do so, KoPT shall provide the same and recover the cost thereof from

any amount due to which may become due to the contractor or from any amount lying with them or under their control.

27. The contractor shall have to furnish his/her **GST Registration Number** in your offer. Also enclose GST Registration document.
28. In connection with execution of the order, necessary **Gate Pass(es)/Permit(s)** - for entering into the **Dock Area** - will be provided on **chargeable basis** at per withprevailing rate of HDC.
- The existing charges for manpower and vehicle would be as follows:

All other terms and conditions, not specifically mentioned above, will be as per the stipulations of the **General Conditions of Contract, May 1993** of HDC, KoPT, which is available at www.kolkataporttrust.gov.in. You shall have to give a declaration stating your unconditional acceptance of the same.

The prospective bidders are requested to visit the dock premises of HDC before submitting their offer.

You are requested to return a copy of the instant enquiry letter, duly signed and stamped on each page, along with your offer, as a token of your acceptance of the aforesaid terms and conditions.

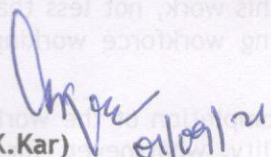
The sealed envelope, containing your offer, must be superscribed with the following:

You are requested to send your **sealed offer**, to the office of **Plant & Equipment (P&E) Division, HDC, KoPT** at the **Operational & Administrative Building at Chiranjibpur**, within **1500 Hrs. (IST)** on **23rd September, 2021**.

Your early action, in this regard, is solicited.

Thank you.

Yours faithfully,


(A.K. Kar)
Sr. Dy. Manager (P&E)
Haldia Dock Complex,
SMP, Kolkata

Encl. : As above.



BILL OF QUANTITIES (BoQ)

"Hiring of 02 nos. of heavy duty truck mounted vacuum sweeping machine for Haldia Dock Complex for a period of 05 (five) years."

Preamble:

- 1) This 'Bill of Quantities (BoQ)' is to be read in conjunction with the terms and conditions of the referred enquiry.
- 2) The tenderer shall have to quote their rates as per this 'Bill of Quantities (BoQ)', both 'in figures' and 'in words'.
- 3) The priced 'Bill of Quantities (BoQ)' should not contain any extraneous condition whatsoever (like **CONDITIONAL REBATE**, etc.).
- 4) The prices should be quoted in Indian Rupees (INR) only.
The quoted price shall be inclusive of all charges for supply, transportation, handling, delivery at site, and all other incidental and relevant service charges for the execution of the contract except GST. The tenderer shall fill in 'Unit Rate' and 'Amount' for the item, as described in the 'Bill of Quantities', as per the required break-up.
- 5) The tenderer shall fill in 'Unit Rate' and 'Amount' for the item, as described in the 'Bill of Quantities (BoQ)', as per the required break-up.
- 6) The rate, submitted by the tenderer, shall be unit rate and must include all payments on account of royalties, etc. payable to the State of West Bengal or Government of India or any other authority or Body Corporate and all other incidental charges that the tenderer may have to bear for the execution of the contract.
- 7) The prices quoted shall be exclusive of GST as well as any statutory levies and/or other charges levied by any Central/State/local authorities, which shall be paid extra, at applicable rates, at the time of supply of goods. As such, details thereof, as applicable, are to be furnished clearly in the offer.

Name and signature of the witness:

Signature of the tenderer
(with name, designation, date and office seal)

- 8) All rates quoted should remain firm during the validity period of the offer, including any/all extension(s) thereof, agreed by the tenderer. No escalation, on the price indicated by the tenderer, shall be allowed, as per **Clause No. 1.4** of the enquiry.
- 9) Any new statutory levies, taxes, duties, cess, etc. imposed by the Central/State/local authorities, by way of fresh notifications, subsequent to the issue of Work Order/Purchase Order, but within the stipulated delivery period, shall be paid extra.
- 10) Any additional cost or benefit impacting the contract price, resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the contract, then the parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in law".

- 11) Names of OEMs for Road sweeping machine and truck chaises must be mentioned in the given below space.

Name and signature of the witness:

Signature of the tenderer
(with name, designation, date and office seal)

Sl. No.	Item particulars.	Unit	Qty.	Unit rate [in Indian Rupees (INR)].	Amount for full quantity [in Indian Rupees (INR)].	Fuel Consumption (Liters.) (Per hr. per machine)
01.	Hiring of 02 nos. of heavy duty truck mounted vacuum sweeping machine for Haldia Dock Complex for a period of 05 (five) years	Month (for 1 st year of contract)	12	INR (in figures) Indian Rupees..... (in words)	INR (in figures) Indian Rupees (in words)	
02.	Hiring of 02 nos. of heavy duty truck mounted vacuum sweeping machine for Haldia Dock Complex for a period of 05 (five) years	Month (for 2 nd year of contract)	12	INR (in figures) Indian Rupees..... (in words)	INR (in figures) Indian Rupees (in words)	
03.	Hiring of 02 nos. of heavy duty truck mounted vacuum sweeping machine for Haldia Dock Complex for a period of 05 (five) years	Month (for 3 rd year of contract)	12	INR (in figures) Indian Rupees..... (in words)	INR (in figures) Indian Rupees (in words)	

				Rupees..... (in words) (in words)	
04.	Hiring of 02 nos. of heavy duty truck mounted vacuum sweeping machine for Haldia Dock Complex for a period of 05 (five) years	Month (for 4 th year of contract)	12	INR (in figures) Indian Rupees..... (in words)	INR (in figures) Indian Rupees (in words)	
05.	Hiring of 02 nos. of heavy duty truck mounted vacuum sweeping machine for Haldia Dock Complex for a period of 05 (five) years	Month (for 5 th year of contract)	12	INR (in figures) Indian Rupees..... (in words)	INR (in figures) Indian Rupees (in words)	
06.	TOTAL			INR(in figures)	Indian Rupees(in words)	

Note: GST for spares will be applicable extra for all the above items @.....%

- Name(s) of OEM(s) for Road Sweeping Machine:.....
- Name(s) of OEM(s) for Truck Chaises:.....

Name and signature of the witness:



Signature of the tenderer
(with name, designation, date and office seal)

Annex-"b"

BANK GUARANTEE FOR PERFORMANCE GUARANTEE

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

To
**The Board of Trustees,
for Syama Prasad Mookerjee Port, Kolkata.**

BANK GUARANTEE NO..... DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the **Board of Trustees for Syama Prasad Mookerjee Port, Kolkata**, a body corporate – duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), (hereinafter referred to as "**The Trustees**") having awarded to Shri / Messrs, a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at (hereinafter referred to as "**The Contractor**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a **CONTRACT** by issue of Trustees' Work Order No. //...../O-..... dated "Hiring of 02 nos. of heavy duty truck mounted vacuum sweeping machine for Haldia Dock Complex for a period of 05 (five) years ." and the same having been unequivocally accepted by the Contractor resulting in a **CONTRACT** bearing No./...../ /AGMT/...../..... and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized / Scheduled Bank of India, in prescribed format for ₹..... (**Indian Rupees**) only, for the faithful and satisfactory performance of the entire contract.

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 ₹..... (**Indian Rupees**) only.

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, Kolkata", without any demur. Even if there be any dispute between the Contractor 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 Contractor.

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 Contractor and no protest by the Contractor, made either 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 period that is taken for the due performance of the said contract by the Contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract, have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of day of 200..... 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 Contractor 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 contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the Contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, Branch, Kolkata... .. /Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata /Haldia.

5. We, Branch, Kolkata /Haldia do also agree that the Trustees at their option shall be entitled to enforce this Guarantee against us Branch, Kolkata /Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that the Trustees may have in relation to the Contractor's liabilities.

6. 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)





Enquiry no. SDM(P&E)/1078 /ENQ/46

Dated: 01/09/2021

Annex - "c"

**HALDIA DOCK COMPLEX
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
FORM G.C. 3**

('NO CLAIM' CERTIFICATE FROM CONTRACTOR)

Sr. Dy. Manager (P&E),
Haldia Dock Complex,
Syama Prasad Mookerjee Port, Kolkata.

[Attn.:]

[Address of the Trustees' official, mentioned in the work order and under whom the contract was executed.]

Dear Sir,

I/We do hereby declare that I/we have received full and final payment from Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata for the execution of the following work, viz.

Name of work : "Hiring of 02 nos. of heavy duty truck mounted vaccum sweeping machine for Haldia Dock Complex for a period of 05 (five) years."

Work order no. : Dated:

Contract/Agreement no. : Dated:

and I/we have no further claim against Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata in respect of the above-mentioned job.

Yours faithfully,

(Signature of the contractor)

Date:

Name of the contractor:

Address:
.....

(OFFICIAL SEAL OF THE CONTRACTOR)