



**HALDIA DOCKCOMPLEX,
KOLKATA PORT TRUST
ADMINISTRATION DIVISION**

TENDER NO.: ADMN/T/B/2016-2019/1

E-tender No.: KoPT/Haldia Dock Complex/Admn. Div/2/16-17/ET/188

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

F O R

SUPPLY & OPERATION OF BUSES

U N D E R H A L D I A D O C K C O M P L E X

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**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the Administration Division, Jawahar Tower Annexe,
P.O.: - Haldia Township, Dist.:Purba Midnapore,
PIN : 721607, West Bengal.

Ph. No. 03224 -263178, 265161, FAX :03224-263152

E-mail id: jroy.hdc@nic.in, sspandit.haldock@gmail.com

NIT

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from experienced, bonafide and reliable transport contractors for Supply & Operation of buses under Haldia Dock Complex

Tender Document and Corrigendum/ addendum/ clarifications, if any, has been hosted in the web sites of Kolkata Port Trust, Haldia Dock Complex www.kolkataporttrust.gov.in and MSTC (www.mstcecommerce.com). However, Bid Document Corrigendum/ addendum/ clarifications, if any may be downloaded from MSTC website only. Tenderer should visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	ADMN/T/B/2016-2019/1
b.	MODE OF TENDER	e-tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Admn. Div/2/16-17/ET/188
d.	Date of NIT available to parties to download	19.08.2016
e.	Offline Pre-Bid Meeting date & Time	29.08.2016 at 1100 hrs.
f.	Estimated cost	Rs 3.46 crores for Part-A & Rs 1.73 crores for Part-B.
g.	i) Earnest Money Deposit	<p>The intending bidders should submit Earnest Money of Rs. 6.92 lakhs (Rupees six lakhs ninety two thousand only) for Part-A and Rs 3.46 lakhs (Rupees three lakhs forty six thousand only) for Part-B to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account is appended hereunder.</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch, b) Account No.: 1604050000310, c) IFS Code: UTBI0HDCF75.</p> <p>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p>

			Details of Earnest money remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder : a) Name of remitting Tenderers : b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:
	ii)	Tender/Bid Document Cost	The intending bidders should submit the tender cost of Rs. 2000/- (Rupees two thousand only) (non-refundable) as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected. Tenderers should deposit bid document fee before filling and submission of bids. Details of Tender Cost remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder : a) Name of remitting Tenderers : b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:
	iii)	Transaction Fee	Rs. 17250/- (Including Service Tax & other cesses @15% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)
h.	Last date of submission of EMD & Bid Document fee at HDC.		Before submission of the tender (The bidder has to ensure submission of UTR in respect of EMD & Bid Document Fee during submission of the bid on line).
	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.		Three working days before the last date of closing of online bidding for the e-tender.
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocho/me/kopt		05.09.2016 at 11:00 hrs.
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		09.09.2016 at 14:00 hrs.
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. Price Bid shall be informed separately		09.09.2016 after 15:00 hrs.

ANNEXURE- I**Important instructions for E-Tender**

This is an e-tender event of HALDIA DOCK COMPLEX. The e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions under General Information to the Tenderer and General Instruction to the Tenderer and also Evaluation Criteria of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves registration of Tenderer with MSTC e-tender portal which is free of cost. Only after registration, the Tenderer(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Tenderer should possess Class III signing type digital certificate. Tenderers are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt</p> <p>1). Tenderer are required to register themselves online with www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Register as Tenderer Filling up details and creating own user id and password→ Submit.</p> <p>2). Tenderer will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (Haldia Dock Complex):</p> <table border="0"> <tr> <td> 1. Mr. J. Roy Sr. Dy. Manager(Admn) Haldia Dock Complex Ph. No. 03224 263178 Mb. No.94340 63328 E-mail: jroy.hdc@nic.in </td><td> 2. Mr. S. S. Pandit, Dy. Manager (Admn) Haldia Dock Complex Ph. No. 03224 265161 Mb. No. 94340 54122 E-mail: sspandit.haldock@gmail.com </td></tr> </table> <p>Contact person (MSTC Ltd):</p> <table border="0"> <tr> <td> 1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in </td><td> 2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in </td></tr> </table> <p>B) System Requirement:</p> <ol style="list-style-type: none"> Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8 IE-7 and above Internet browser. Signing type digital signature JRE 7 update 9 and above software to be downloaded and installed in the system. <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>	1. Mr. J. Roy Sr. Dy. Manager(Admn) Haldia Dock Complex Ph. No. 03224 263178 Mb. No.94340 63328 E-mail: jroy.hdc@nic.in	2. Mr. S. S. Pandit, Dy. Manager (Admn) Haldia Dock Complex Ph. No. 03224 265161 Mb. No. 94340 54122 E-mail: sspandit.haldock@gmail.com	1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in	2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in
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2.	<p>(A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price Bid: All the Techno-Commercially qualified bidders will be asked to participate in the auction for which date & time will be intimated separately and thereafter Price Bid will be opened electronically for selection of H1 bidder.</p>
3.	All entries in the tender should be entered in online Techno-commercial Bid and Price Bid without any ambiguity.
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch</p> <p>Account Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</p> <p>“The Tenderers shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The tenderer have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the tenderers are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the tenderer, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) well in advance and verify completion of transaction in respect of tender fee and EMD tenderers are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once documents are uploaded in the library, tenderers can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of Vendor Guide.</p>
6	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of tenderer with MSTC (i.e.

		Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7	(i)	note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
	(ii)	No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
8		E-tender cannot be accessed after the due date and time mentioned in NIT.
9		Bidding in e-tender:
	a	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	c	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
	d	The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
	e	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
		NOTE: - (a) A bid can be edited any number of times and documents can be uploaded before the final submission of bid (i.e before clicking on Sign & Encrypt). Once the bid has been submitted by clicking on Final Submission, no further editing of bid or uploading of documents is possible. (b) A bid can be submitted upto the scheduled closing time of the event. After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well in advance. (c) A bid can be withdrawn or deleted prior to the closing time of the event. However in case of withdrawal of bid, no fresh bid can be submitted. On the other hand if a bidder wishes to edit his bid after final submission he may do so by clicking the "Delete Bid" button and re-submit his bid.
	a	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

	c	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d	All electronic bids submitted during the e-tender process shall be legally binding on the bidder.
	e	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f	HDC/KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
	g	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
	h	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10.		Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.		No deviation to the technical and commercial terms & conditions are allowed.
12.		After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.		HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.		The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
15.		The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.		The bid will be evaluated based on the filled-in Techno-commercial Bid and Price Bid.
17.		The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.		Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.

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

1. Haldia Dock Complex, Kolkata Port Trust invites tender from Experienced, Bonafied and reliable transport contractors / suppliers for Supply & Operation of buses under Haldia Dock Complex.
2. Rates shall include all taxes & other charges etc. if payable, excepting Service Tax, and other taxes, if any. Rates shall also include incidental and contingent work, not specifically mentioned in the contract but necessary for its efficient and satisfactory implementation. Rates quoted should be both in figures and words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two rates, quoted in figures or in words shall be construed as correct and valid.
3. The tenderer shall quote rate against each items of the 'Schedule of Rates' separately. No alternative mode of offer shall be accepted. Tenderer participating for part-A must quote their rate for both part A/1 and A/2 positively and vise-a-visa. Incomplete 'Schedule of Rates' shall liable the tender to be rejected.
4. The 'Price Bid' of only Techno-Commercially qualified bidders will be opened on a schedule date as mentioned SOT.
5. The 'Techno-Commercial Bid' shall contain only the Techno-Commercial Part of this tender document agrees by the Tenderer without price part.
6. The 'Price Bid' shall contain 'Schedule of Rates' duly filled by the tenderer. It is to be noted that the 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
7. The tenderer shall be deemed to have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, and Period of Contract etc.
8. The tender including Price Bid shall remain valid for acceptance for a period of 6 months from the date of opening of the tender.
9. **Eligibility Criteria for PART-A & PART-B**

Work Experience and Financial Capability :-			
a)	The tenderer must possess experience of having successfully completed works of supply and operation of vehicles in transportation of employees in different organizations during a period of last. over a period of last 7 years ending on 31.07.2016 as follows :-		
		Part-A	Part-B
	At least 1 Work order worth not less than	Rs 92 lakhs	Rs 46.21 lakhs
	At least 2 Work orders each worth not less than	Rs 57.5 lakhs	Rs 28.99 lakhs
	At least 3 Work orders each worth not less than	Rs 46 lakhs	Rs 23.10 lakhs
b)	The tenderer during a period of last 3 years (ending on 31.03.2016) should have Average Annual Financial Turnover of minimum of Rs. 34.5 lakhs for PART-A Rs. 17.33 lakhs for PART-B		

10. Documents to be enclosed along with Techno-Commercial Bid.

a)	Copies of Work Order(s) and Work Execution Certificate of successfully completed works/ contracts in support of their claim of work experience. Note: The work execution certificate must contain the following information such as i) Work Order number, ii) Period of contract iii) Actual Payment made for the supply/ works concerned.
b)	Copies of Annual Accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2016.
c)	Copy of upto date Professional Tax Payment Challan for the tenderer and his employees.
d)	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.
e)	Copy of valid Trade Licence.
f)	Copy of certificate from R.P.F.C. and E.S.I.C. indicating respective Code No(s) if applicable.
g)	Certified copy of Memorandum of Association, in case the tenderer is a company.
h)	Partnership deed (duly attested) in case the tenderer is a partnership firm.

11. The cost of tender document is Rs 2000/- (Rupees two thousand only) which is non-refundable & non-adjustable. Tenderer should deposit tender document fee before filling and submission of bids.
12. The tenderer shall furnish the address of his Head Office & Local Office(s) with respective telephone numbers, mobile, fax, e-mail etc., if any.
13. Trustees reserve the right to accept or reject any tender either in part or in full without assigning any reason. Any incomplete tender is liable to be rejected. Trustees also reserve the right to place the order either in full or in part.
14. Before submitting the e-tender, the tenderer is advised to make inspection of the supply and running points to get fully acquainted with locations. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.

15. Pre Bid Meeting:

- a. A pre bid meeting will be held on 29.08.2016 at 1100 hrs. at the office of Sr. Dy. Manager (Admin.); Jawahar Tower; Haldia Township- 721607.
- b. The intending tenderers are advised to formulate their queries relating to the scope of work, terms and conditions of tender etc. as well as other clarifications/ details required by them from KoPT and forward the same by 26.08.2016 at 1400 hrs. to the office of Sr. Dy. Manager(Administration), Haldia Dock Complex, Jawahar Tower Annexe Building, P.O. Haldia Township, Dist. Purba Medinipur, West Bengal- 721607 (Fax No. 03224 - 263152, Email- jroy.hdc@nic.in ; sspandit.haldock@gmail.com so that the same may be discussed / clarified in the pre bid meeting.

16. Banned or De-Listed Contractors :

Tenderer must give a declaration to the effect that they have not been banned or de-listed by any Government or Quasi-Government Agency or PSU. If a tenderer has been banned/de-listed by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid. Such a declaration shall be given as per format given at **Annexure-V**.

NOTE: The tenderer shall also submit the following declarations along with the techno-commercial part of the tender: -

- ☐ A declaration that the tenderer(s) are fulfilling the eligibility criteria.
- ☐ A declaration that the tenderer(s) have not been de-barred / de-listed by any Govt. / Semi-Govt. / PSUs.
- ☐ A declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of HDC.



**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the Admn. Division, Jawahar Tower Annexe,
P.O.: -Haldia Township, Dist.: Purba Midnapore.

E-mail id: sspandit.haldock@gmail.com

Fax No. 03224 263251

Commercial Terms & Conditions:

ANNEXURE –III

Sl. No.	Terms & Conditions	Response
1.	<p>Scope of Work :</p> <ul style="list-style-type: none"> ➤ The work comprises supply and operation of buses for Part-A total 04 nos. buses (03 nos. 40 seater & 1 no. 32 seater) for transporting Trustees' employees and/or guests in and around the Haldia region in general. ➤ For Part-B comprising 02 nos. 40 seater bus primarily for transporting CISF personnel and/or employees in and around the Haldia region in general and at times to other places within West Bengal e.g. Kolkata, Tamluk, Midnapore etc. for which any extra cost relating to route permit etc. shall be borne by the contractor. ➤ The Haldia Region shall include Durgachak, Chaitanyapur, Brajalalchak, Kukrahati etc. ➤ The buses shall also be utilized for transporting school children (dependants of the employees of the Trustees) from their residences to the school and back. The drivers and conductors of the buses shall be responsible for guiding and helping the students during their journey on the buses. 	AGREE
2.	<p>Specification of Bus</p> <p>2.1 The contractor shall have to supply good condition deluxe type buses of model not earlier than 2014 and onward and acceptable to the Trustees.</p> <p>2.2 The buses should have good quality cushioned seats and back rests.</p> <p>2.3 The buses should have valid Contract Carriage Permits. All the buses supplied by the Contractor shall have such permits / license issued by the concerned authority permitting use of the bus on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license. Trustees shall not accept any liability whatsoever in the matter. If however, the contractor is required to supply additional buses under a very short notice from HDC this may be relaxed.</p>	AGREE

	<p>2.4 Sufficient space shall have to be kept in between the seats and also in between rows for easy movement and comfortable seating / standing. 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.</p> <p>2.5 Route Nos. (i.e. 1, 2, 3, etc) along with Haldia Dock Complex shall have to be displayed at the front and back sides of the buses for clear visibility from the outside.</p> <p>2.6 If require in future, the vehicles 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 arises.</p>	
3.	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
4.	Price Part of only those eligible bidders whose Techno-Commercial Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
5.	Due date of submission of tender will not be extended.	AGREE
6.	<p><u>Timings:</u></p> <p>6.1 The normal duty hours for the buses shall be from 0500 hrs to 2400 hrs on all days including Saturday, Sundays and Holidays.</p> <p>6.2 The schedule of duties as well as hours during which buses shall have to ply shall be indicated to the contractor by Sr. Dy. Manager (Admn.) 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.).</p> <p>6.3 For the purpose of this contract, a "Day" shall mean midnight to midnight and a "Month" shall mean English calendar month.</p>	AGREE
7.	<p>Payment of charges for keeping the buses beyond the normal duty hours :</p> <p>For the requirement of the Trustees, any of the buses may be engaged beyond the normal duty hours specified in Clause 6.1 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'.</p>	AGREE

8.	<p><u>Requirement of Buses :</u></p> <p>8.1 As per present indications 4 buses (3 nos 40 seater and 1 no 32 seater) shall for Part-A & 2 buses (40 seater) for Part-B 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. The decrease of the number of buses will be upto one of total buses mentioned in the tender document.</p> <p>8.2 Tentative average monthly use of each of the buses regularly hired under Haldia Dock Complex would be as per enclosed Annexure – VII.</p> <p>8.3 Non requirement of any bus which is regularly supplied shall be intimated to the contractor by the Sr. Dy. Manager (Admn.) or the using office 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 of non-booking of the buses.</p> <p>8.4 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 in this regard by the Sr. Dy. Manager (Admn.), failing which the contractor shall be liable to pay penalty for non-supply of buses.</p>	AGREE
9.	<p><u>Accommodation for garage:</u></p> <p>The contractor shall make his own arrangements for parking the buses. Charges, if any, for empty run of the buses from the contractor's garage to the reporting point at the starting of Trustees' daily duty and also from releasing point to the contractor's garage at the end of the Trustees' daily duty shall be included while quoting rate under Fixed charges in the 'Schedule of Rates'.</p>	AGREE
10.	<p><u>Compensation Charges :</u></p> <p>10.1 In case the Trustees are deprived of the use of any buses of the kind mentioned hereinabove during the contractual period on any day by reason of non-supply of any bus(es), the Trustees shall receive from the contractor as compensation charge for such deprivation, a sum of Rs. 5000/- per bus per day of such non-supply and such compensation charges shall be recovered from the running bill of the contractor.</p> <p>10.2 Compensation charge at the rate of Rs 20/- 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 subject to a maximum of Rs. 5000/- per bus per day.</p> <p>10.3 Compensation charge at the rate of Rs.400/- per hour or part thereof shall be payable by the contractor in case of the time lost</p>	AGREE

	<p>if any for refueling of the bus during duty hours on any day.</p> <p>10.4 In the matter of enforcing the aforesaid stipulation, Sr. Dy. Manager (Admn.), Haldia Dock Complex's decision shall be final and binding on the contractor.</p>	
11.	<p><u>Period of Contract :</u></p> <p>The contract shall remain valid for a period of three years from the date of commencement of work. The rates quoted by the tenderer in the 'Schedule of Rates' shall accordingly remain valid for the said period of three years and shall not undergo any variation whatsoever.</p>	AGREE
12.	<p><u>Termination of Contract Either in Part or In Full :</u></p> <p>12.1 If at any time during the period of contract it is observed that bus / buses is / are not being supplied as per desired specification and / or the bus / buses are not being operated and maintained properly and / or the legal obligations in respect of supply and operation of bus / buses are not being fulfilled by the contractor and / or the numbers of buses required by HDC has decreased from its original estimate, the Sr. Dy. Manager (Administration), HDC through his authorized representative shall assess the position and if he is of the opinion that the conditions of the bus / buses and / or operation of the bus / buses 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(s) no longer exists, Sr. Dy. Manager (Administration), HDC shall terminate the full or part of the contract after giving 15 days notice and his decision in the matter shall be final and binding on the contractor.</p> <p>12.2 Upon termination of the contract, for any of the reasons indicated in clause- 12.1, the Sr. Dy. Manager (Admn.), HDC shall be entitled to carry on the transport services at the risk and expenses of the contractor through an independent agency for the balance period of the contract and to recover from the contractor in addition to any other amount, compensation or damages that Trustees are entitled to in terms of the other relevant clauses in the contract. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.</p>	AGREE
13.	<p><u>Variation in price of Fuel Oil :</u></p> <p>During the period of contract for three years 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 oil (HSD). The rate of escalation shall be the actual difference between the rate in price of fuel prevailing on the date of opening of the tender and the date from which the escalation is effected and claimed. For the purpose of calculating the 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.</p>	AGREE

	Similarly, for any decrease in the price of fuel oil (HSD), the variable charges will be decreased in line with the above principle.	
14.	<p><u>Operating and Maintenance Crew :</u></p> <p>14.1 The contractor shall at his cost maintain sufficient numbers of drivers, cleaners, etc. for smooth and efficient running of the buses provided to Trustees. The drivers must possess, at all the time, valid driving license and shall have sufficient relevant experience with good record of driving.</p> <p>14.2 The contractor shall be responsible for satisfactory service of his employees. In the event Trustees are being not satisfied with the conduct of any driver, helper etc. provided by the contractor, the contractor shall forthwith replace the driver / helper concerned on being advised by the Sr. Dy. Manager (Admn.), Haldia Dock Complex to do so.</p>	AGREE
15.	<p><u>Running and Maintenance :</u></p> <p>15.1 All the buses on hire shall be kept in good operative condition at all times during the period of contract.</p> <p>15.2 Procurement of fuel, lubricants, spares, tyres etc. shall be arranged by the contractor at his own cost.</p> <p>15.3 All maintenance, repairs, check up etc. shall be arranged by the contractor at his own cost.</p> <p>15.4 At the time of reporting for duty in the morning the buses shall be provided with necessary fuel, lubricants etc. by the contractor. No time or kilometer run shall be allowed by Trustees for refueling during the duty period. The time lost, if any, for refueling shall be dealt as per provisions of Clause 10.</p> <p>15.5 In case of breakdown / accident or withdrawal of any bus by the contractor for any reasons whatsoever, suitable replacement shall immediately be made by the contractor by providing another bus of required specification and acceptable to Trustees.</p> <p>15.6 In case any fuel is issued to the contractor from the Trustees' pump, cost of the same shall be recovered from the running bill of the contractor at the Trustees' cost price plus 19.25% departmental charges.</p> <p>15.7 In case of abandonment of the work of supplying bus to the Trustees within the contract period, the Trustees shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.</p>	AGREE

16.	<p><u>Contractor to Indemnify KoPT :</u></p> <p>The contractor shall indemnify and keep indemnified KoPT and its every member, officer and staff of the KoPT 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.</p>	AGREE				
17.	<p><u>Earnest Money :</u></p> <p>17.1 Earnest Money of Rs. 6.92 lakhs for Part-A & Rs 3.46 lakhs for Part-B and cost of Tender Document of Rs. 2000/- shall be deposited by the tenderer along with the tender through RTGS or NEFT as mentioned Scheduled of Tender (SOT).</p> <p>17.2 Tenders submitted without Earnest Money and cost of tender document shall be rejected outright and their Techno Commercial bids will not be opened.</p> <p>17.3 The Earnest Money is liable to forfeiture if the tenderer submits any forged documents or after submitting the tender withdraws from or modifies his offer unilaterally.</p> <p>17.4 The Earnest Money deposited by the unsuccessful tenderers shall be refunded without any interest after finalization of the tender.</p>	AGREE				
18.	<p><u>Security Deposit:</u></p> <p>18.1 The successful tenderer shall have to keep Security Deposit for amount computed as per the under noted percentage on the evaluated value of both Part-A & Part-B of the tender as accepted by Kolkata Port Trust:-</p> <table><tr><th>Value of the work</th><th>% Security Deposit</th></tr><tr><td>More than Rs 20,00,000/-</td><td>10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount</td></tr></table> <p>18.2 The Security Deposit shall have to be deposited either in cash or DD on any nationalized bank in favour of Haldia Dock Complex; Kolkata Port Trust and payable at Haldia or in Bank Guarantee [in a non Judicial Stamp paper of denomination of Rs. 50/- or more] and as per proforma available with General Manager (Finance) I/C within a month from the date of commencement of the contract. If the successful tenderer fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the running bill of the selected contractor for the first six months proportionately.</p> <p>18.3 The Security Deposit shall be held by the Sr. Dy. Manager (Administration). HDC as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.</p>	Value of the work	% Security Deposit	More than Rs 20,00,000/-	10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount	AGREE
Value of the work	% Security Deposit					
More than Rs 20,00,000/-	10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount					

19.	<p><u>Payment of Bills:</u></p> <p>19.1 Payment shall be made within 30 days (HDC/KOPT office working days) after the date of submission of clear and complete bill by the party.</p> <p>19.2 The contractor shall submit bills (4 copies) every month along with the relevant log books and trip statements duly signed and filled to the office of Sr. Dy. Manager (Admn.).</p> <p>19.3 Payment to the contractor shall be made directly to the designated bank of the contractor through ECS mode.</p> <p>For which they/he would have to submit the following details:-</p> <p>1) Bank A/c No. 2) Name of Bank 3) Name of Branch; 4) Branch Code; 5) IFS Code (if applicable) 6) Full address of Branch 7) FAX No. & Phone No. of Branch</p>	AGREE
20.	<p><u>Supply of Sub Standard Buses:</u></p> <p>20.1 No relaxation shall be made regarding specifications of the buses as stipulated in Clause 2 hereinbefore.</p> <p>20.2 In case the contractor provides vehicles which do not fulfill any/all of the specifications as mentioned in Clause 2 hereinabove supply of non commercial vehicle will be treated as non supply of vehicles. Compensation under these circumstances will impose under clause 10 of commercial terms & condition of Contract. The rate of fixed charge shall be reduced by 20 % per day for the first ten days the said sub standard vehicles is / are supplied, by 40 % per day for the next ten days of supply of the sub-standard vehicles and by 50 % per day for supply of sub-standard vehicles thereafter and action in terms of Clause 9 of the Contract may also be taken.</p> <p>20.3 The Sr. Dy. Manager(Admn.)'s decision in the matter shall be final and binding on the contractor.</p>	AGREE
21.	<p><u>Log Book and Reckonable Kilometer age :</u></p> <p>21.1 Printed Log Book in prescribed format shall have to be supplied by the Contractor at his own cost for each bus.</p> <p>21.2 The Log Book shall contain the following items :-</p> <ol style="list-style-type: none"> Date, Bus No., Route No. , Description of each trip, Km travelled against each trip, total kilometer run in a day, releasing and reporting time Kilometre run shall be measured from starting to finishing point. 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 the bus(es). 	AGREE

22.	<p>Placement of buses for Inspection before commencement of contract:</p> <p>22.1 The contractor shall place the buses (as per specifications) intended to be supplied to the Trustees along with relevant papers e.g. Blue Book, Contract Carriage Permit etc. before Sr. Dy. Manager(Admn.) for his inspection and acceptance within 15 days from the receipt of the order by the contractor for which no charge shall be paid by HDC.</p> <p>22.2 If the contractor fails to act as per clause 19.1 above, the contractor shall be liable to forfeiture of the Earnest Money without prejudice to any other action the Trustees may deem fit to take and the tender shall be liable to be rejected.</p>	AGREE
23.	<p>Periodical Inspection During Contract Period :</p> <p>23.1 During currency of contract all the buses will be subject to periodic inspection by Sr. Dy. Manager(Admn.), and if in his opinion any bus is found to be unfit for service under Haldia Dock Complex, the same shall be forthwith replaced by the contractor by another bus of required specification and acceptable to the Trustees.</p> <p>23.2 If the contractor does not discontinue the supply of sub-standard bus to the Trustees, the rate of fixed charge for such sub-standard bus shall be paid in accordance with the provision of Clause 20 thereof.</p>	AGREE
24.	<p>Contract Carriage Permit :</p> <p>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) and the contractor shall be responsible for obtaining such permit/ license. Trustees shall not accept any liability whatsoever in the matter.</p>	AGREE
25.	<p><u>Taxes, Labour Laws and other Regulations :</u></p> <p>25.1 The contractor shall fulfill all legal obligations in respect of supply of buses. Trustees shall accept no liability whatsoever in the matter and also in case of accident, if any.</p> <p>25.2 The contractor shall be fully and exclusively liable for the payment of any and all taxes now or hereafter imposed, increased or modified and all taxes now in force and hereafter 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 Trustees shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep the trustees indemnified against all losses</p>	AGREE

	<p>or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the Trustees. The contractor shall be liable to pay any increase of wages / salaries of his employees during the contractual period. However, Service Tax shall be paid extra as applicable.</p> <p>25.3 The contractor shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work including the Motor Vehicles Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, Industrial Dispute Act, 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.</p> <p>25.4 The contractor shall defend, indemnify and hold Trustees 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 the third parties or by the Central or State Government authority or any sub-division thereof.</p> <p>25.5 The contractor shall also be responsible for compliance of all regulations and restrictions imposed under the MV Act as applicable.</p> <p>25.6 The contractor shall at his cost arrange all road permits, permission / approval from any authorities whatsoever, in connection with plying of the buses.</p> <p>25.7 The provisions of the EPF & MP Act – 1952 and the rules / schemes framed there under 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 Trustees.</p> <p>25.8 The contractor shall indemnify the Trustees from the possible future demand of workers / employees engaged by them under this contract, for absorption in HDC/KoPT. It shall be the responsibility of the contractor to address and solve such demands if such a situation arises. HDC/KoPT shall have no liability whatsoever in such matters.</p>	
26.	<p><u>Insurance :</u></p> <p>The buses provided to the Trustees at any point of time during the contract period shall be covered by comprehensive insurance.</p>	AGREE

27.	<u>Non-assignability</u> : 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.				AGREE
28.	<u>Deployment of supervisor for daily co-ordination</u> : The contractor shall depute one of his supervisors at the office of Sr. Dy. Manager (Admn.) during office hours for day to day co-ordination. No extra charge shall be paid for this.				AGREE
29.	<u>Contract Agreement</u> : 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. Form of such agreement will be available in the office of the Sr. Dy. Manager (Administration).				AGREE
30.	<u>Evaluation Criteria of Tender</u> : Subject to fulfilling pre-qualification criteria and all required conditions including acceptance to terms & conditions contained in the tender, evaluation of the offers received from tenderers who will be found techno commercially qualified by KoPT as per provisions of this tender will be based on the minimum financial involvement to the port and will be carried out as per the methodology given hereunder. <p style="text-align: center;">Table-1 (for part-A/1)</p>				AGREE
Sl. No.	Description of charge	Rate in Rs to be quoted by the tenderer as per schedule of rates given at Annexure-VIII of the Tender Document	Factor to be multiplied	Total estimated monthly amount per car for the purpose of evaluation (in Rs)	
I	II	III	IV	V (column III x IV)	
1	Fixed daily charge (as per item I(A) of Part-A/1 of Schedule of Rates)		Equivalent to average bus days booked in a month		
2	Variable charge (as per item I(B) of Part-A/1 of Schedule of Rates)		Equivalent to average km run per bus in a month		
	Grand Total : (1 + 2)				
NOTE: (1) No rate should be quoted by the tenderer in column-III of the above table. This is only for evaluation purpose. (2) The factors to be used for multiplication in Col. IV in table -1 for respective description of charges shall be as follows:					

Table-1A

Description of Vehicles	Sl. No. 1 of Table-1	Sl. No. 2 of Table-1
Bus	30.5 days	5500 KM

- (3) The details given at Table-1A will only be used for evaluation of the price bid of the tenderers as per procedure given at Table-1 and shall not be considered for any other purpose or reference.

**Table-2
(for part-A/2)**

Sl. No.	Description of charge	Rate in Rs to be quoted by the tenderer as per schedule of rates given at Annexure-VIII of the Tender Document	Factor to be multiplied	Total estimated monthly amount per car for the purpose of evaluation (in Rs)
I	II	III	IV	V (Column III x IV)
1	Fixed daily charge (as per item I(A) of Part-A/2 of Schedule of Rates)		Equivalent to average bus days booked in a month	
2	Variable charge (as per item I(B) of Part-A/2 of Schedule of Rates)		Equivalent to average km run per bus in a month	
	Grand Total : (1 + 2)			

NOTE:

- (1) No rate should be quoted by the tenderer in column-III of the above table. This is only for evaluation purpose.
- (2) The factors to be used for multiplication in Col. IV in table -2 for respective description of charges shall be as follows:

Table-2A

Description of Vehicles	Sl. No. 1 of Table-2	Sl. No. 2 of Table-2
Bus	30.5 days	5500 KM

- (3) The details given at Table-2A will only be used for evaluation of the price bid of the tenderers as per procedure given at Table-2 and shall not be considered for any other purpose or reference.

**Table-3
(for part-B)**

Sl. No.	Description of charge	Rate in Rs to be quoted by the tenderer as per schedule of rates given at Annexure-VIII of the Tender Document	Factor to be multiplied	Total estimated monthly amount per car for the purpose of evaluation (in Rs)
I	II	III	IV	V (column III x IV)
1	Fixed daily charge (as per item II(A) of Part-B of Schedule of Rates)		Equivalent to average bus days booked in a month	

2	Variable charge (as per item II(B) of Part-B of Schedule of Rates)		Equivalent to average km run per bus in a month	
	Grand Total : (1 + 2)			

NOTE:

- (1) No rate should be quoted by the tenderer in column-III of the above table. This is only for evaluation purpose.
- (2) The factors to be used for multiplication in Col. IV in table -3 for respective description of charges shall be as follows:

Table-3A

Description of Vehicles	Sl. No. 1 of Table-3	Sl. No. 2 of Table-3
Bus	30.5 days	6300 KM

- (3) The details given at Table-3A will only be used for evaluation of the price bid of the tenderers as per procedure given at Table-3 and shall not be considered for any other purpose or reference.

31	<p><u>Checking of transport permits :-</u></p> <p>Transport permits shall be issued by Sr. Dy. Manager (Admn.) to the persons who are authorized to travel in the buses plying in the route. Contractor shall have to arrange for checking the transport permits through his staff to prevent traveling of unauthorized persons. No extra charges shall be paid to the contractor for the above purpose.</p>	AGREE
32	<p><u>Payment of charges for part supply on days of Bandhs, Strikes etc.:-</u></p> <p>Payment of fixed charge on such days would be made on pro-rata 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.</p>	AGREE
33	<p><u>Force Majeure:</u></p> <p>33.1 Force Majeure Event – Force Majeure Event shall mean any event or circumstance or a combination of events and/or circumstances which materially and adversely affect the successful bidder in due performance of its various obligations under the contract.</p> <p>33.2 Notice of Force Majeure Event – The successful bidder shall give notice to Haldia Dock Complex, Kolkata Port Trust 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.</p> <p>The notice shall inter-alia, include full particulars of:</p> <p>(a) The nature, time or occurrence and extent of the Force Majeure Event with evidence in respect thereof,</p>	AGREE

	<p>(b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the successful bidder to perform its obligations under the contract,</p> <p>(c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and</p> <p>(d) Any other relevant information.</p> <p>33.3 Period of Force Majeure – Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in respect of the Force Majeure Event until the earlier of:</p> <p>(a) Expiry of the period during which the successful bidder is excused from performance of its obligations in accordance with clause 29.4.</p> <p style="text-align: center;">Or</p> <p>(b) Termination of the contract pursuant to clause 29.7 hereof.</p> <p>33.4 Performance Excused – The successful bidder, 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.</p> <p>33.5 Resumption of Performance – During the period of Force Majeure, the successful bidder 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 successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify Haldia Dock Complex, Kolkata Port Trust of the same in writing.</p> <p>33.6 Extension of time for performance of obligations – Haldia Dock Complex, Kolkata Port Trust may grant extension of time to the successful bidder 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 Haldia Dock Complex, Kolkata Port Trust.</p> <p>33.7 Termination due to Force Majeure Event – If the period of Force Majeure continues or is in the reasonable judgment of the parties 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 revised terms.</p>	
34	<p><u>GENERAL CONDITIONS OF CONTRACT</u></p> <p>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 Sr. Dy. Manager (Administration), Jawahar Tower Annexe Building, Haldia Township, Haldia, Purba Medinipur.</p>	AGREE

ANNEXURE –IV**(To be downloaded, filled up, signed, scanned and uploaded)****Sr. Dy. Manager (Admn)**
Haldia Dock Complex**Tender No.** ADMN/ T/B/2016-2019/1**Name of work:** SUPPLY & OPERATION OF BUSES UNDER
HALDIA DOCK COMPLEX, KOLKATA PORT TRUST.**Name of the company:****Address:****Contact Person Name:****Phone:****Fax:****E-Mail Address:**

Have you studied the Pre-Qualification requirement of the selected tender? Yes/ No

Is the company having valid Payment of Professional Tax for tenderer and his employees? Yes/ No

Is the company having valid Certificate from RPFC & ESIC? Yes/ No

Is the company having Service Tax Registration Certificate? Yes/ No

Is the company having valid Trade Licence & Labour Licence? Yes/ No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT? Yes/ No

Is the company furnish the documentary evidence against pre-qualification criteria along with his offer? Yes/ No

Is the company confirm that the hard copy of tender being submitted is Identical to the one downloaded from our web site? In case the same is found altered/ modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tender. Yes/ No

I / We agree to submit the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Pre- Qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC our tender shall be rejected by HDC without any correspondence in this regard. Strike out whichever is not applicable for you.**Date:** __________
Signature of the Tenderer & Office Seal

ANNEXURE –V**(To be downloaded, filled up, signed, scanned and uploaded)****DECLARATION BY THE TENDERER**

1. I / We have carefully examined and fully understood the General Information & Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I/ We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.
3. I / We have agreed to the Techno-Commercial part of this tender document and have accepted the same with the Techno-Commercial part of my/our offer.
4. I / We have signed all the pages of the Price part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
5. I / We have submitted copies of the required documents as mentioned at Clause 10 of the "General information & Instructions to Tenderers".
6. I/We have submitted copy of valid Service Tax Registration Certificate. My/Our service tax Code number is _____.
7. I/We declare that I/We have not been debarred or de-listed by any Govt. or quasi – Govt. agencies or PSUs in India.
8. My local office and Kolkata office addresses and contact nos. are

Address	Telephone	Fax

Date :

**Signature of the tenderer
with office seal.**

Witness :-

	Name	Address	Signature
1			
2			

ANNEXURE-VI**(To be downloaded, filled up, signed, scanned and uploaded)****Covering Letter**

**To,
Sr. Dy. Manager (Admn.)
Haldia Dock Complex,
Kolkata Port Trust,
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipur,
Pin-721607 (W.B.)**

Dear Sir,

1. We, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit the Tender for supply & operation of buses under Haldia Dock Complex, Kolkata Port Trust.
2. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
3. We acknowledge the right to KoPT to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We also certify the following:-
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.
5. We declare that:-
 - a. We have examined and have no reservations to the Tender Document issued by KoPT thereon.
 - b. 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.

6. We understand that KoPT 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.

7. _____ (Name of Tenderer) hereby undertakes that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney

Holder(s).....

Name:

Designation:

Date:

Seal

**AVERAGE MONTHLY USE OF
REGULARLY HIRED BUSES UNDER HALDIA DOCK COMPLEX**

PART	Monthly average number of days deployed (bus day)	Tentative monthly average KM run	Tentative monthly average overtime (in hour)
Part-A/1	30.5	5500	0.60
Part-A/2	30.5	5500	0.60
Part-B	30.5	6300	0.60

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

TENDER DOCUMENT
FOR
SUPPLY AND OPERATION OF BUSES
UNDER
HALDIA DOCK COMPLEX

PRICE PART

[Must be submitted in a Separate Sealed Cover]

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

SCHEDULE OF RATES
PART-A/1

Sl. No.	Description	Rate in Rs.	Unit
I(A)	FIXED CHARGE :- Daily Fixed charge for providing one good conditioned bus (40 seater) as per specifications stipulated in Clause 1 & 2 of the Commercial Terms & Conditions of Contract and acceptable to the Trustees, operating the same within the stipulated timings (0500 hrs to 2400 hrs) per day, maintaining the bus at all times in good and perfect condition, including payment of all taxes, duties, insurance premiums, etc, obtaining required fitness certificates, permits, licences as may be necessary, providing all necessary lubricants, spares, tyres, etc. required for smooth and efficient running of the bus, including charges for empty run of the bus to the reporting point from the contractor's garage and back, if any, inclusive of wages, etc., for operating and maintenance crew and all other charges and costs involved therein as per terms and conditions of the contract and also as per direction of HDC. Service Tax shall be excluded and shall be paid extra as applicable.	Rs. _____	Per bus per day
I(B)	VARIABLE CHARGE :- Cost of fuel, etc. for running the bus supplied under Sl. No. I(A) above, including idle run of the engine, if necessary, during the course of operation {the items included in I(A) above shall be excluded; kilometer run shall be measured from reporting to releasing point}	Rs. _____	Per KM per bus
I(C)	OVERTIME CHARGE :- Charges for engaging the vehicle beyond the normal duty (0500 hrs to 2400 hrs) hours	Rs. _____	Per hour per bus

Costs involving provision as at Clause 2.6 of the Commercial Terms & Conditions of Contract shall not be included in the "Schedule of rates"

Bill shall be raised per bus per month basis.

ADMN/T/B/2016-2019/1
KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

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SCHEDULE OF RATES
PART-A/2

Sl. No.	Description	Rate in Rs.	Unit
I(A)	FIXED CHARGE :- Fixed Daily charge for providing one good conditioned bus (32 seater) as per specifications stipulated in Clause 1 & 2 of the Commercial Terms & Conditions of Contract and acceptable to the Trustees, operating the same within the stipulated timings (0500 hrs to 2400 hrs) per day, maintaining the bus at all times in good and perfect condition, including payment of all taxes, duties, insurance premiums, etc, obtaining required fitness certificates, permits, licences as may be necessary, providing all necessary lubricants, spares, tyres, etc. required for smooth and efficient running of the bus, including charges for empty run of the bus to the reporting point from the contractor's garage and back, if any, inclusive of wages, etc., for operating and maintenance crew and all other charges and costs involved therein as per terms and conditions of the contract and also as per direction of HDC. Service Tax shall be excluded and shall be paid extra as applicable.	_____	Per bus per day
I(B)	VARIABLE CHARGE :- Cost of fuel, etc. for running the bus supplied under Sl. No. I(A) above, including idle run of the engine, if necessary, during the course of operation {the items included in I(A) above shall be excluded; kilometer run shall be measured from reporting to releasing point}	_____	Per KM per bus
I(C)	OVERTIME CHARGE :- Charges for engaging the vehicle beyond the normal duty (0500 hrs to 2400 hrs) hours	_____	Per hour per bus

Costs involving provision as at Clause 2.6 of the Commercial Terms & Conditions of Contract shall not be included in the "Schedule of rates"

Bill shall be raised per bus per month basis.

Date _____

 Signature & Office Seal
 of the Tenderer

1) Witness
 Name :
 Signature :
 Address :

2) Witness
 Name :
 Signature :
 Address :

N.B. a) The tenderer must fill in this schedule of rates and return the same as 'Price Bid' in a separate sealed cover following all necessary guidelines given in this tender document.

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

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

SCHEDULE OF RATES
PART-B

Sl. No.	Description	Rate in Rs.	Unit
I(A)	FIXED CHARGE :- Fixed Daily charge for providing one good conditioned bus (40 seater) as per specifications stipulated in Clause 1 & 2 of the Commercial Terms & Conditions of Contract and acceptable to the Trustees, operating the same within the stipulated timings (0500 hrs to 2400 hrs) per day, maintaining the bus at all times in good and perfect condition, including payment of all taxes, duties, insurance premiums, etc, obtaining required fitness certificates, permits, licences as may be necessary, providing all necessary lubricants, spares, tyres, etc. required for smooth and efficient running of the bus, including charges for empty run of the bus to the reporting point from the contractor's garage and back, if any, inclusive of wages, etc., for operating and maintenance crew and all other charges and costs involved therein as per terms and conditions of the contract and also as per direction of HDC. Service Tax shall be excluded and shall be paid extra as applicable.	Rs. _____	Per bus per day
I(B)	VARIABLE CHARGE :- Cost of fuel, etc. for running the bus supplied under Sl. No. I(A) above, including idle run of the engine, if necessary, during the course of operation {the items included in I(A) above shall be excluded; kilometer run shall be measured from reporting to releasing point}	Rs. _____	Per KM per bus
I(C)	OVERTIME CHARGE :- Charges for engaging the vehicle beyond the normal duty (0500 hrs to 2400 hrs) hours	Rs. _____	Per hour per bus

Costs involving provision as at Clause 2.6 of the Commercial Terms & Conditions of Contract shall not be included in the "Schedule of rates"

Bill shall be raised per bus per month basis.

Date _____

Signature & Office Seal
of the Tenderer

3) Witness

Name :
Signature :
Address :

4) Witness

Name :
Signature :
Address :

N.B. a) The tenderer must fill in this schedule of rates and return the same as 'Price Bid' in a separate sealed cover following all necessary guidelines given in this tender document.

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

ANNEXURE-IX**SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE/ SECURITY DEPOSIT**

[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 OF BUSES UNDER HALDIA DOCK COMPLEX**

**To,
The Board of Trustees,
Port of Kolkata,
15, Strand Road,
Kolkata – 700 001.**

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

WHEREAS

The Board of Trustees for the Port of Kolkata, a body corporate – duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), (hereinafter referred to as “The Trustees”) have invited Tender No.

AND WHEREAS

Shri / Messrs..... a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at..... (hereinafter referred to as “The Bidder” which expression shall mean and include their successors and assigns) have submitted their offer against the Bid.

AND WHEREAS

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 "Kolkata Port Trust", 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