

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the M. M. Division, Jawahar Tower, 2nd Floor,
P.O.: - Haldia Township, Dist.: East Midnapore,
PIN : 721607, West Bengal.
Ph. No. 264774/264496, FAX :03224-263255
E-mail id: mrahaman.hdc@nic.in / psbrahma@kopt.in

E-Tender under single stage **two part** system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced MANUFACTURERS for supply and delivery of **Bio Diesel** (as per tender BOQ) to Haldia Dock Complex.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com

Corrigendum/ addendum/ clarifications, if any, shall be hoisted on the above mentioned website only. Tenderer should visit the website frequently.

SCHEDULE OF TENDER (SOT) :

a.	TENDER REF NO.	<u>HDC / MM / OT-15/39/94</u>
b.	MODE OF TENDER	e-Procurement 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/MM Div/20/16-17/ET/189
d.	Date of NIT available to parties to download	23 / 08 /2016
e.	Pre-Bid Meeting starting date & Time	NA
f.	Pre –Bid Meeting closing date & Time	NA
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 10,000.00 (Rupees ten thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. 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. a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch, b) Account No.: 1604050000310, c) IFS Code: UTBI0HDCF75. 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.

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			<p><i>Tenderers should deposit Earnest Money before filling and submission of bids.</i></p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/MM Div/20/16-17/ET/189</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
	ii)	Bid Document fee	<p>The intending bidders should submit the tender cost of Rs.200/- (Rupees Two hundred only) (non-refundable) as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected.</p> <p>Tenderers should deposit bid document fee before filling and submission of bids.</p> <p>Details of Tender Cost remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/MM Div/20/16-17/ET/189</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
	iii)	Transaction Fee	Rs. 3153/- (Including Service Tax & other charges @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.		15 / 09 / 2016 upto 15.00 HRS
	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited,Kolkata.		<u>Three working days before the last date of closing of online bidding for the e-tender.</u>
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/		25 / 08 / 2016 time 13.00 hours
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		15 / 09 /2016 time 15.00 hours
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately		15 / 09 / 2016 time 15.30 hours

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List of Annexure :

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Important instructions for E-procurement

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

You are requested to read the terms & conditions (**Annexure- II**) 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 vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <u>www.mstcecommerce.com/eprochome/</u></p> <p>1). Vendors are required to register themselves online with <u>www.mstcecommerce.com</u> → e-Procurement → Psu / Govt depts → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors 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. S. P. Bhattacharya. Sr. Dy. Manager(MM) Haldia Dock Complex Ph. No. 03224 263266 Mb. No. 9434063649</td> <td>2. Mr. P.S. Brahma Manager(MM) Haldia Dock Complex Ph. No. 03224 264496 Mb. No. 94340 63229</td> </tr> </table> <p>Contact person (MSTC Ltd):</p> <table border="0"> <tr> <td>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MSTC Ltd. MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in</td> <td>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) MSTC Ltd. Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</td> </tr> </table> <p>B) System Requirement:</p> <p>i) Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level</p>	1. Mr. S. P. Bhattacharya. Sr. Dy. Manager(MM) Haldia Dock Complex Ph. No. 03224 263266 Mb. No. 9434063649	2. Mr. P.S. Brahma Manager(MM) Haldia Dock Complex Ph. No. 03224 264496 Mb. No. 94340 63229	1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MSTC Ltd. MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in	2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) MSTC Ltd. 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 will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><u>Special Note towards Transaction fee:</u> 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. : UTIB00000005.</p> <p>“The vendors shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The vendors 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 vendors 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 vender, 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) in favour of Kolkata Port Trust, Haldia Dock Complex well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors 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.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p>

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6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. 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/ of MSTC Ltd.
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<u>Bidding in e-tender & Reverse auction :</u>
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 enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the 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: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.	
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.

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d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any 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/mstc of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the 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.
19.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
21	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22	Copy of valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23	Due date of submission of tender will not be extended under any situation.



**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the M. M. Division, Jawahar Tower, 2nd Floor,

P.O.: -Haldia Township, Dist.: East Midnapore.

E-mail id: psbrahma@kopt.in

Fax No. 03224 263255

Commercial Terms & Conditions :

Annexure -II

Sl. No.	Terms & Conditions	Response
1.	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
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate.	AGREE
4.	i) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. ii) When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. iii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.	AGREE
5.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.	AGREE

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| 6. | Tenders 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. | AGREE |
| 7. | Due date of submission of tender will not be extended under any situation. | AGREE |
| 8. | <u>SCOPE OF WORK :</u>
The work comprises of Supply and delivery of BIO DIESEL conforming to IS:15607 to HDC's Store at Haldia or any other point of delivery, as per Part Orders to be placed during the contract period of one year. | AGREE |
| 9. | The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires. | AGREE |
| 10. | The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (MM), Haldia Dock Complex, thereon shall be final and binding upon all parties. | AGREE |
| 11. | If the bidders find discrepancies or omission or have any doubt as to the meaning or intent of any part thereof, they shall write to Manager (MM) who will send a written explanation to all bidders. | AGREE |
| 12. | The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender. General Conditions of Contract is also available at HDC's website (www.haldiadock.gov.in). | AGREE |
| 13. | The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders. | AGREE |
| 14. | The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof. | AGREE |
| 15. | Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding. | AGREE |
| 16. | Bidders are advised to visit the Loco Shed Store, P&E Divn. at Chiranjibpur Or Any Site Store of M.O Division, HDC and acquaint themselves of conditions prevailing at the site prior to submission of their Bid. Failure to visit the sites and to obtain required informations will in no way relieve the successful Bidder of any of his obligations in performing the work in accordance with this Bid Documents within the quoted price. | AGREE |

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17. **VALIDITY :** AGREE
The tender shall remain open for acceptance for a period of **120 days** from the date of opening of the same.
If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
18. **NON- RESPONSIVE BIDDER :** AGREE
The offer/tender shall be treated as non-responsive, if :
i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.
ii) Offer / tender is submitted with any deviation from the tender terms & conditions.
19. **EARNEST MONEY AND SECURITY DEPOSIT :** AGREE
i) The Earnest Money received will be refunded or released as the case may be to the unsuccessful Bidder without any interest subject to the provisions made in clause above. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit.
ii) The Security Deposit shall be equal to 5% of the basic contract value. Balance Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalised Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia, by the successful Bidder within 30 days from the date of placement of order. Failing this, the Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money.
The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period
iii) If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma to be issued by the Kolkata / Haldia Branch as the case may be of any nationalized Bank of India on Non Judicial Stamp paper worth Rs.50.00. The Bank Guarantee shall have to be valid for at least 13 months from the date of last supply & acceptance of materials.
iv) In the event of issuing bank guarantee by any branch outside Kolkata /Haldia, any Kolkata/Haldia Branch of such bank shall confirm the same and stand by for all the commitments under Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.
v) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.
20. **CONTRACT PERIOD:** AGREE
The Contract would normally be for a period of one year and shall be valid for all part orders to be placed by us within this period. The period of contract may be extended for a period up-to 3 months, if considered necessary by Manager (MM) and supplier shall continue to effect supplies at the agreed rates and terms and conditions during the extended period. The Trustees reserve themselves the right to place no orders/ requisitions in case of no requirements during the period of contract including extended period.
21. **QUANTITY:** AGREE
The quantity as mentioned in the Bill Of Quantities are only indicative. The total quantities to be purchased under the rate contract cannot be guaranteed as the purchases are to be made according to our actual requirement against part orders placed from time to time. The Trustees reserve themselves the right to place no orders in case of no requirements during the period of contract including extended period

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22. **PART ORDER:** AGREE
Effort will be made to place minimum part order quantity of 1000 Liters at a time. However Ko.P.T reserves the right to place part order quantity more or less than 1000 Litres, if such situation arises.
23. **TOLERANCE IN QUANTITY:** AGREE
Variation in quantity upto $\pm 2\%$ of the part order quantity will be acceptable as per the direction of Manager(MM).
24. **PRICING OF BIDS:** AGREE
i) Rate of Bio Diesel is on F.O.R Loco Shed Store, P&E Divn. at Chiranjibpur, Haldia or any Site Store of M.O Division, HDC, Haldia including tax, loading, unloading, packing, stacking and all charges involved up to HDC's Store.
ii) Base price of Bio Diesel per litre as on 16.06.2016 = Rs 55.31 [Bulk Price of HSD (BS-III) of OMCs as on 16.06.2016 at Haldia] – (minus) Rs.6.00 per Ltr. = Rs 49.31 per Ltr.
iii) Quoted discount will remain firm during the currency of contract including the extension period.
iv) As GST Bill is under active consideration of Govt. of India, the same may be applicable if enactment of GST is done during execution of contract. Any benefit out of it has to be passed on to HDC.
25. **PRICE VARIATION FORMULA:** AGREE
Price variation on Bio Diesel shall be governed by the following mechanism.
i) Price of Bio Diesel per litre=Bulk Price of HSD (BS-III) of OMCs (Oil Marketing Companies) ruling at the time of supply at Haldia – (minus) Rs.6.00 per Ltr. – (minus) Discount quoted by the tenderer.
26. Please note that KoPT does not provide any concessional Sales Tax Form. Full rate of Sales Tax/ VAT should be considered while quoting. AGREE
27. **EVALUATION CRITERIA:** AGREE
i) Evaluation will be made on the lowest landed price among the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of $L1 + 15\%$ in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
ii) In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.
iii) The bidders, in whose cases ED is applicable, are to confirm the submission of admissible Cenvatable documents. The evaluation of the offer shall be made on the basis of landed price less Excise Duty (along with applicable Cess). If tenderer fails to submit Cenvat documents, amount of E.D will not be paid.

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28. **TERMS OF DELIVERY:** AGREE
 Delivery Period shall be binding on the Bidder. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In case of default in supply or, failure to deliver as per correct specification or the approved quantity within the time stipulated, Trustees are entitled to purchase from another source at the risk, cost and expenses of the supplier of the whole or, any portion of the supply remaining undelivered or unapproved. Materials shall be delivered by the successful Bidder at their own cost, risk and responsibility at different Store / Site of Haldia Dock Complex including unloading and stacking.
29. **DELIVERY PERIOD:** AGREE
 Delivery would be made by the supplier up to Loco Shed Store, P&E Divn. at Chiranjibpur Or Any Site Store of M.O Division, HDC at their own cost, risk and responsibility within **15 days** from the date of receipt of each part order that would be placed (as per our actual requirement) within the contract including the extended period of contract. If the successful bidder(s) require(s) WAY BILL to execute the supply, in that case 10 days time will be required from the date of receipt of the bidder's request letter for issuance of WAY BILL by HDC to the date of receipt of WAY BILL by them from Haldia Dock Complex. Any delay beyond the above stated time period on account of HDC for issuance of Way Bill will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.
30. **MODE OF DELIVERY:** AGREE
 Supply should be made by Tank Truck/ in returnable good condition 200 ltrs. Capacity barrels suitable for biodiesel supply with tamper and pilfer proof seal on F.O.R, Loco Shed store, P&E Division, HDC Or Any Site Store of M.O Division, HDC , Haldia basis..
31. **DESPATCH ARRANGEMENTS:** AGREE
 The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Sundays and Holidays. The authorised representative of the suppliers must be present at the time of delivery for jointly noting with the representative of Ko. P. T. The discrepancies, if any, regarding the particulars of materials actually delivered against the challans will be noted. Delivery will not be accepted if not accompanied by authorized representative with proper delivery challans and other related documents like inspection certificates etc. No lorry shall be permitted to enter the protected area during nighttime. Detention of lorries, if any, will be on supplier's account.
32. **TRANSIT RISK:** AGREE
 Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.
33. **PACKING:** AGREE
 The tenderer would require to supply BIO DIESEL in returnable good condition 200 ltrs. Capacity barrels suitable for biodiesel supply with tamper and pilfer proof seal mentioning Manufacturer's name, Brand name, Product name, Volume of Content, Batch No., date of manufacture etc. **Container should be free from contamination. Supply shall be made from fresh lot of manufacturing not more than one month old.**

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34. **LIQUIDATED DAMAGES CLAUSE FOR DELAY IN SUPPLY:** AGREE
- i) If the successful bidder (supplier) fails to complete the entire supply within the stipulated date or, such the extension thereof as communicated by the Manager (Materials Management Division) in writing, the supplier shall pay, as compensation (Liquidated Damage) to the Trustees and not as a penalty, @½ % (half percent) of the total basic value of the delayed portion of part order for every week delay in supply (part of the week being treated as a full week). Provided always that the amount of such compensation shall not exceed 10% of the total basic value of the part order.
- ii) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damages as stated above, from any money due or, likely to become due to the supplier. The payment or deduction of such compensation / damages shall not relieve the supplier from his obligation to complete the supply order or, from any of his other obligations or liabilities under the contract. In case of the supplier's failure, and at the absolute discretion of the Manager (Materials Management Division), the work may be ordered to be completed by some other agency at the risk and expense of the supplier, after a minimum three days' notice in writing has been given to the supplier by the Manager or, his representative.
35. **INSPECTION & TESTING:** AGREE
- Visual inspection will be carried out at the point of delivery after receiving the material. The material will be accepted on the basis of manufacturer's satisfactory test certificate and guarantee certificate. The materials supplied should strictly conform to the specification (i.e. IS etc. as applicable) against the items in our Tender/order. Samples as and when considered necessary by HDC, may be collected from the supply jointly by the supplier's representative and HDC's representative and the same jointly sealed and signed, will be sent for necessary testing / analysis at Government / Government registered/ recognized/approved Test House .The result of such test shall be binding on the supplier. If the material is found to be contaminated or if it fails to meet the requirement of the specification / characteristics of the product as per Test Results, the materials will be rejected in whole or in part and the supplier shall be debited with the cost of test and they would also be required to replace the whole lot of supply and / or refund the materials cost involved to HDC including the cost of testing within one month of such intimation by HDC.
36. **REJECTION OF MATERIALS:** AGREE
- Notwithstanding the inspection and passing of samples as per clause no. 35, any material found to be defective in quality and not conforming to the relevant specification, shall be liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Stores, H.D.C. within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove. Such materials within a reasonable time, the Trustees shall have the right to dispose of the same and the Supplier shall have no claim against the Trustees in respect of the said rejected materials.

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37. **PAYMENT:** AGREE
 Payment will be made on the basis of actual supply of the materials as per specification and satisfactory acceptance of the same against an order. Payment will be made within 30 (thirty) days of receipt of satisfactory acceptance note of full delivery and acceptance of materials at HDC's Loco Shed Store, P&E Divn. at Chiranjibpur Or Any Site Store of M.O Division, HDC and on submission of clear bill. The bills should be submitted in quadruplicate to Manager (M.M.)'s Office at Jawahar Tower alongwith necessary documents including original receipted challan duly signed and stamped by HDC's representative at the point of delivery. Payments shall be made through ECS/NEFT/RTGS mechanism at all centers where such facilities are available in the bank. Accordingly bidders are requested to submit their bank Account No with the name and address of the bank along with the branch name and code number
38. **GUARANTEE PERIOD:** AGREE
 The product supplied should be guaranteed for a period of **06 months** from the date of supply & acceptance against any defect. If any defect develops within that period, the materials should be replaced free of cost by the supplier.
39. **PERMITS:** AGREE
 The successful Bidder shall have to obtain dock permits from the office of the Manager (MM), HDC at Chiranjibpur or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued free of cost to the Bidder against receipt of proper application for the same during normal working hours on any working day.
40. **TECHNICAL CATALOGUE/ PRODUCT DATA SHEET:** AGREE
 The bidders shall have to submit Technical Catalogue/ Product Data Sheet of their quoted product(s) alongwith their techno-commercial bids and copy of latest Test Certificate.
41. **TEST CERTIFICATE:** AGREE
 Manufacturer's Test Certificate or that from a Government / Government registered/ recognized / approved Test House or Laboratory are required to be submitted by the tenderer along with the supply showing the conformity to IS:15607.
42. **FORCE MAJEURE:** AGREE
 In the event of either party being rendered unable by Force Majeure to perform any obligation 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 Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties The Term 'FORCE MAJEURE' as employed herein shall mean acts of God, Earthquake, Floods and Hurricane / Cyclone, War, Revolution, Riot, Fire, Strike excluding Strike by the employees of the Supplier or their Sub-contractors. Upon the occurrence of such cause the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning thereof giving full particulars and the satisfactory evidence in support of its claim.

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43. **RISK PURCHASE:** AGREE
- i) If delivery of materials is not made within the time undertaken, the order will be cancelled without Notice; two consecutive failures to supply within time will entail removal of Tenderer's Name from the Approved List of Suppliers.
- ii) In case of default in supply or failure to deliver as per correct specification or approved Quality within the Time stipulated, Trustees are entitled to purchase from another source at the risk, cost and expenses of the supplier (successful tenderer) of the whole or any portion of the supply remaining undelivered or unapproved. In case of risk purchase, extra cost will have to borne by the supplier.
- iii) In the event of any rejection of materials at the time of Periodical Testing, the Rejected materials shall have to be collected from the Trustees' Stores, H.D.C. within a fortnight from the date of receipt of intimation from HDC and the same has to be replaced immediately. If the Bidder fails to remove the rejected materials, the Trustees shall have the right to dispose of the same and the Supplier shall have no claim against the Trustees in respect of the said rejected materials. In case of failure to arrange for replacement of rejected materials, Trustees are entitled to purchase from another source at the risk, cost and expenses of the supplier of the whole or any portion of the replacement supply.
44. **WORKMEN COMPENSATION:** AGREE
- The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.
45. **JURISDICTION OF COURT:** AGREE
- The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.
46. **BANNED OR DE - LISTED CONTRACTORS:** AGREE
- Bidders 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 Bidder has been banned / de-listed by any Government or, Quasi-Government Agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with Techno-Commercial Bid. Incorrect declaration or suppression of facts will lead to rejection of the Offer
47. **PERSONAL PROTECTIVE EQUIPMENT (PPE):** AGREE
- Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply of materials inside the Dock premises

Annexure - III

TECHNICAL TERMS & CONDITIONS AND DRAWING (IF ANY) - NIL

TO BE SCANNED AND UPLOADED DULY SIGNED AND FILLED IN

Item Sl. No	Description	Packing	Total Quantity (In Litres)	Make & Brand (if any)
1.	Bio-Diesel (B-100) conforming to IS: 15607.	By Tank Truck/ In returnable good condition 200 ltrs. Capacity barrels suitable for Bio-Diesel supply with tamper and pilfer proof seal.	129000	

Date :

Place :

Signature of Tenderer with Office Seal

Name : _____

Address: _____

Phone No & Fax No : _____

E-Mail ID: _____

ANNEXURE-IV

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

1.Pre-Qualification Criteria of Tenderers:

Following documents for meeting the pre-qualification criteria should be uploaded by the tenderer alongwith offer otherwise their offer may be rejected : -

1. The prospective bidder(s) should submit Credential of supplying BIO DIESEL to Private / Govt. Organizations / PSU amounting to total cumulative ordered quantity not less than 77.40 Kilo Litres during the last five years (i.e. for the period 31.05.11 to 01.06.16) which should be substantiated by producing relevant purchase order copies along with any one or more of the following documents – Certificate of execution / Goods Receipt Note / Excise Invoice / Tax Invoice / Receipted challan copy / Payment receipted documents or any other documents substantiating the proof of supply of materials to the satisfaction of the tender issuing authority.
2. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turn over during the above mentioned period should be at least Rs.16,45,137=00 (Rupees sixteen lakhs forty five thousand one Hundred thirty seven only) . If due dates (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered. In case of the bidder is unable to submit audited accounts of last financial year (in case of tender opening date falling after June), due to non – completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the previous year.
3. VAT Registration Certificate or CST Registration Certification (TIN).
4. Up-to-date Professional tax payment challan
5. Excise Registration certificate, if any.

The bidder should also upload the following statement with documents in support of their credential.

Sl. No.	Order nos. & date(with copies of purchase orders)	Nos. of Receipted challan / certificate of execution / GRN / Excise Invoice / Tax Invoice / Consignment Note etc. as a proof of supply (with copies of the same).	Item description with specification	Quantity/ value of materials supplied
1				
2				
3				
4				

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

DECLARATION OF THE BIDDER

Manager (MM Division)
Haldia Dock Complex

I / We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. I / We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the Tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our Tender being accepted in full or, in part, I / we also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with the acceptance thereof in writing by or, on behalf of the Trustees shall form the Contract.

I / We have deposited Requisite Earnest Money.

OR

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

I / We agree that the period for which the Tender shall remain open for acceptance shall not be **less than 120 days.**

Date :

Place :

Signature of Tenderer with Office Seal

Name : _____

Address: _____

Phone No & Fax No : _____

E-Mail ID: _____

BIDDER'S INFORMATION

Manager (MM),
Haldia Dock Complex

Tender Ref. No.

HDC / MM / OT-15/39/94

Name of work/Item Description:

**SUPPLY AND DELIVERY OF 'BIO DIESEL' TO
HALDIA DOCK COMPLEX**

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 Copy of VAT Registration Certificate / CST Registration Certificate (TIN)?

Yes / No

Is the company having Current valid Professional Tax Payment Challan (PTPC)?

Yes / No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT?

Yes / No

Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.

Yes / No

Are you MANUFACTURERS / authorised dealers/ authorised stockists/ suppliers for the tendered materials? Please indicate your status.

(a) I / We hereby declare that I / We have not been banned or, de-listed by any Government or Quasi-Government Agency or Public Sector Unit.

(b) I / We hereby enclose the details of any banned / de-listed imposed on my / our agency by any Govt. / Quasi - Govt. Agency or, PSU.

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

I / We agree to upload 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 liable for rejection.

Signature of Tenderer with Office Seal

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

TO INDICATE THE FOLLOWING DETAILS OF STATUTORY LEVIES:-

SL. NO.	TARIFF HEAD	WHETHER APPLICABLE (GIVE TICK MARK)	
		YES	NO
1.	Excise Duty		
2.	CST		
3.	VAT		
4.	Any levies applicable other if		

Signature of Tenderer with Office Seal

PART-II

ANNEXURE-VIII

PRICED BILL OF QUANTITIES

Tender for supply & delivery of Bio-Diesel (B-100) conforming to IS:15607 as per Bill Of Quantity to HDC.

TENDER REF No : HDC / MM / OT-15/39/94

[BIDDERS NOT TO QUOTE HERE]

Item No.	Description of Item	Qty.	Unit	Bulk Price of HSD (BS-III) of OMC's per Ltr. as on 16.06.16	Firm Discount	Discount to be quoted	Total discount	Net Landed Price of Bio Diesel as on 16.06.2016
				(in Rs per Ltr.)	(in Rs. per Ltr.)	(in Rs. per Ltr.)	(in Rs. per Ltr.)	(in Rs. per Ltr.)
				a	b	c	d=(b+c)	e=(a-d)
1.	Bio-Diesel (B-100) conforming to IS:15607 to be supplied By Tank Truck/ In returnable good condition 200 ltrs. Capacity barrels suitable for Bio-Diesel supply with tamper and pilfer proof seal.	129000	Litre.	55.31	6.00			

SPECIAL NOTE:- Payment for actual supply to be made as per clause no. 25 of Commercial Terms & Condition.