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. (03224) 264167/264496, FAX :03224-263255 E-mail id: tsarkar.hdc@nic.in / psbrahma.hdc@nic.in

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from Manufacturers/Authorized Dealers/Distributors and Stockiest for the supply delivery of Polypropylene Ropes (as detailed in tender BOQ) to Haldia Dock Complex.

Bid Document may be downloaded from MSTC's website www.mstcecommerce.comCorrigenda /addenda / clarifications, if any, shall be hosted on the above mentioned websites only. Tenderer should visit the website frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	HDC/MM/ OT- 14/31/37			
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/33/16- 17/ET/372			
d.	Date of NIT available to parties to download	05/12/2016			
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. 2650.00 (Rupees two thousand six hundred fifty only) to Haldia Dock Complex alongwith 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: UTBIOHDCF75.			
		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.			

			Tenderers should deposit Earnest Money before filling and submission of bids.
			Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:
			a) Name of remitting vendor/contractor :
			b) System Generated E- Tender No. :
			c) Amount remitted :
			d) U.T.R No. :
	ii)	Bid Document fee	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 along with their offer otherwise their offer will be summarily rejected. Tenderers should deposit bid document fee before filling and submission of bids.
	iii)	Transaction Fee	Rs. 305.00 (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.		st date of submission of EMD Bid Document fee at HDC.	30.12.2016 up to 14.00 HRS
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.	Sub Coi ww	te of Starting of e-Tender for omission of on line Technommercial Bid and price Bid at w.mstcecommerce.com/eproome/	06.12.2016 time 10.00 hours
j.	ten	te of closing of online eder for submission of Techno mmercial Bid & Price Bid.	30.12.2016 time 15.00 hours
k.		te & time of opening of Part-I . Techno-Commercial Bid)	30.12.2016 after 15.30 hours
		rt-II Price Bid: Date of ening of Part II i.e. price bid all be informed separately	

List of Annexure:

: Annexure - III

Important Instructions to Bidders : Annexure –I

Commercial Terms & Conditions : Annexure -II

Technical Terms & Conditions

and Drawing (if any)

Documents to be uploaded : Annexure-IV

Declaration of the Bidder : Annexure-V

Bidder's Information : Annexure-VI

Details of statutory levies : Annexure-VII

Priced Bill of Quantity : Annexure-VIII

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 Commercial 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. Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should posses Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

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

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

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

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

Contact person (Haldia Dock Complex):

Mr. T.Sarkar
 Asstt. Manager(MM)
 Haldia Dock Complex
 Ph. No. 03224 264167
 Mb. No. 9434031196

 Mr. P.S. Brahma Manager(MM)
 Haldia Dock Complex Ph. No. 03224 264496
 Mb. No.94340 63229

Contact person (MSTC Ltd):

Mr. Arindam Bhattacharjee
 Deputy. Manager (E-commerce)
 Haldia Dock Complex
 Mobile No:09330102643
 Landline:03322901004
 Email-arindam@mstcindia.co.in

2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Landline:03322901004

Email: smukherjee@mstcindia.co.in

B) System Requirement:

- Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8
- ii) IE-7 and above Internet browser.
- iv) Signing type digital signature
- v) JRE 7 update 9 and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level

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

Bank Details : Axis Bank ,Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840

IFSC Code No. : UTIB0000005.

"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".

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.

Contact Details:

Fax No. : 033- 22831002

Email ids: sanjibpoddar@mstcindia.co.in, arrindam@mstcindia.co.in, arrindam@mstcindia.co.in, sanjibpoddar@mstcindia.co.in, arrindam@mstcindia.co.in, arrindam@mstcindia.co.in, arrindam@mstcindia.co.in, sanjibpoddar@mstcindia.co.in, arrindam@mstcindia.co.in, sanjibpoddar@mstcindia.co.in, sanjibpoddar@mstcindi

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.

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.

5. In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in turn, 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.

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.

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.

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. 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. E-tender cannot be accessed after the due date and time mentioned in NIT. 8. 9. Bidding in e-tender & Reverse auction: 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 & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as b. The bidder(s) who have submitted the above fees can only submit their Techno Commercial C. Bids and Price Bid through internet in MSTC website <u>www.mstcecommerce.com</u> → eprocurement →Psu /Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event → Techno Commercial Bid. 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 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. 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. The e-tender floor shall remain open from the pre-announced date & time and for as much

Contd. next page

duration as mentioned above.

	d. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance 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 .	of or					
	e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.	ıe					
	f. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in fu or part as the case may be without assigning any reason thereof.	الد					
	g. No deviation of the terms and conditions of the tender document is acceptable. Submission of the terms are the standar floor by any hidder confirms his acceptance of terms.						
	bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.	ie					
	h. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be	in					
10	Indian Rupee as per UOM indicated in the e-tender floor/tender document. Any order resulting from this open e-tender shall be governed by the terms and condition						
10	mentioned therein.	15					
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	th					
	digital signature						
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without	ut					
4.4	assigning any reason thereof.	اہ:					
14.	The online tender should be submitted strictly as per the terms and conditions and procedures la down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.	ıa					
15.	The bidders must upload all the documents required as per terms of NIT. Any other documents	nt					
10.	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						
4.0	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 as he was a systematical from depositing Cost of Tandar Dayment and Farnest Manay having						
	scheme) are exempted from depositing Cost of Tender Document and Earnest Money havin 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 Schem						
	(SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs a	as					
	notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazett Notification, dated 26.03.2012.	ie					
	When splitting of tender quantity is not possible purely on technical ground, trustees reserve	/e					
	the right not to negotiate price with MSE if their price is within the band of L1+15% if	in					
	comparison with L1 price of non-MSE for consideration of award of order for 20% of tender	er					
24	quantity against any item as per new public procurement policy.	r					
21	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tende for the items they are not registered with NSIC, then they will have to deposit cost of Tende						
	Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items w						
	not be considered.						
22	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE	Ξ)					
	Certificate has to be submitted along with the bid.						
23	Due date of submission of tender will not be extended under any situation.						

Office of the

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.hdc@nic.in** Fax No. 03224 263255

Commercial Terms & Conditions:

Annexure -II

SI. No.	Terms	Response
1	Mere issue 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
6	Due date of submission of tender will not be extended under any situation.	AGREE

- 7. Micro & Small Enterprises (MSEs) registered with NSIC (under single AGREE point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
- 8. Tenders without requisite Earnest Money are liable to be rejected AGREE excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
- 9 <u>SCOPE OF WORK</u>: AGREE supply and delivery of Polypropylene Ropes as specified in the Bill of Quantities at Central Store, MM Division, Haldia Dock Complex, Haldia.
- The Terms and Conditions of Tender shall be read in conjunction with the AGREE General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
- 11 The several documents forming the Contract shall be taken, as mutually AGREE 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.
- The Contract will include the Client's Bid Documents with the General AGREE 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).
- The Trustees also reserve the right to obtain revised commercial bid to the AGREE extent and in areas required from the technically acceptable bidders.
- The Trustees are not bound to accept the lowest or any Tender and reserve AGREE 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.
- The contract shall be governed by all relevant Indian Acts applicable only AGREE within the jurisdiction of the High Court at Kolkata.
- 16 Intending bidders must take into account any cost or expense incurred by AGREE them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.
- 17 **Bidders may visit Central Store, MM Division, Haldia** before AGREE submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions and existing road facilities for carrying materials etc. before submission of the tender. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

18 **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.

19 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.

20 **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 value. Balance Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalized 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 from any Scheduled/ Nationalized Bank of India having Branch at Haldia in lieu of Security Deposit.
- **iv)** 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'.

21 **PRICES**:

AGREE

Price should be quoted F.O.R. Central Store(MM), Haldia Dock Complex, Haldia basis i.e. on free delivery basis up to Central Store(MM), Haldia.

- i) The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II).
- Price(s) shall be quoted up to F.O.R. destination, Haldia including charges for packing, forwarding, loading, stacking, transportation, unloading, and transit risk, necessary for the complete services as described in the documents i.e. on free delivery basis.
- **ii)** The Bidder shall state clearly the percentage of various Taxes and surcharge that will be charged extra over his quoted rates.
- **iii)** Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any item that, in the event of part order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire supply of goods is completed.
- **iv)** Price(s) to be quoted should remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in Taxes & Duties. In case of decrease in rates of statutory taxes & duties, the price would be correspondingly decreased.

Please note that KoPT does not provide any concessional Sales Tax AGREE Form. Full rate of Sales Tax/ VAT should be considered while quoting.

23 **EVALUATION CRITERIA**:

AGREE

i) Evaluation will be made on the lowest (L1) landed price quoted against individual item 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.

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.

24 **PAYMENT**:

AGREE

Payment will be made within 30 days of acceptance of materials at HDC's Store against bill. Payments shall be made through RTGS/NEFT mechanism at all centers where such facilities are available in the bank. Payment may be made in maximum two installment. The bills should be submitted in triplicate to Manager (MM) with receipted Challan in duplicate along with relevant documents. Accordingly, bidders are requested to submit their bank Account no. with the name and address of the bank along with the branch name and IFS code number in the bill.

25 **DELIVERY**:

AGREE

- i) Delivery of the materials must be completed within 90 days from the date of receipt of order by the supplier.
- **ii)** Materials are to be delivered at HDC's Central Store, M.M.Division, Haldia. Materials shall be delivered by the supplier at their cost, risk and responsibility up to Central Store of Haldia Dock Complex.
- **iii)** Delivery period shall binding on the supplier. 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 the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers.
- **iv)** In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the Items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.
- v) The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Central Store/Site.

26 **DESPATCH ARRANGEMENTS**:

AGREE

The supplier shall be fully responsible for any transit loss or damage to the materials. 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 Saturday, Sunday and Port Holidays. The authorized representative of the suppliers should 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 for the same. Delivery will not be accepted if not accompanied with proper delivery challans (in quadruplicate) and other related documents like Guarantee Certificate, Inspection certificate etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.

In case Way Bill is required to deliver the materials a 12 days time should be provided by the successful bidder, for preparation of the way bill by HDC, The successful bidder should submit request letter along with the Proforma Invoice, for issue of Way Bill by Haldia Dock Complex.

27 **INSPECTION / TESTING**:

AGREE

- i) Inspection of materials will be done by trustees authorized representative (representative of M.O Division, HDC) at Central store, M. M. Division, HDC, after delivery at the direction of Manager (MO), HDC. If necessary, Sample from the supplies shall be tested at trustees testing facility or as directed by the Engineer's representative and if found to be inferior to the laid down specification of tender/order, the material will be rejected in whole or in part. The cost of taking sample, necessary testing charges including necessary transportation charge etc shall be borne by the successful bidder.
- **ii)** Material shall be supplied from the fresh lot only. If not, should be able to satisfy the inspecting authority at the time of inspection at the HDC stores for acceptance.

28 **GUARANTEE CERTIFICATE**:

AGREE

The materials shall have to be guaranteed against any defects by the supplier for a period of 12 months from the date of commissioning or, 18 months from the date of final acceptance, whichever is earlier. If any defects develop during the guarantee period, the same will be rectified /replaced by the party at their own cost. Delay in honoring the guarantee would cause the guarantee period to be extended for similar period. Guarantee certificate of the supplier is to be submitted at the time of supply of materials.

29 **TEST CERTIFICATE**:

AGREE

The successful bidder must be submitted necessary Test Certificates from the Manufacturer along with the supply.

30 BIS LICENSE:

AGREE

Valid BIS license (photocopy) for IS: 5175 of manufacturer must be submitted along with the materials.

31 **TRANSIT RISK**:

AGREE

Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.

32 **DOCK PERMITS**:

AGREE

The successful Bidder shall have to obtain permits from the office of the Manager (MM), HDC at 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.

AGREE

Not withstanding the inspection and passing of materials by Trustees' authorized person (representative of MM division), any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest.

The supplier shall at his own arrangement and cost replace within a period of 1 (one) month all such dispatched materials that have either been rejected by Trustees' authorized person (representative of Manager MM), or have been found in defective/broken/damaged condition after unloading.

Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Central 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.

34 **LIQUIDATED DAMAGES**:

AGREE

i) In the event of failure to complete the stipulated supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ $\frac{1}{2}$ % of the delayed portion of the supply that the supplier has failed to supply within the respective delivery schedule, for every week or part thereof the supply remains undelivered, provided always that the amount of such compensation shall not exceed 10% of the total basic value of the order.

Service Tax on L.D. amount at the prevailing rate (presently @15%) will be levied

- **ii)** Without prejudice to any other method of recovery of any other legal rights, the Trustees may deduct the amount of such damages from any money which was due or which may become due to the Supplier.
- **iii)** The payment or deduction of such damages shall not relieve the supplier from his obligations to complete the supply of goods or from any other liabilities and obligations under the Contract.
- **iv)** 12 days time from the date of receipt of supplier's waybill request letter by HDC to the date of receipt of Waybill by the supplier from HDC.

35 **RISK PURCHASE**:

AGREE

In case of supplier's failure and at the absolute discretion of the Manager (MM), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the Manager (M.M.) or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).

36 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 -Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.

37 **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 the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.

38 **PACKING**: AGREE

The Supplier shall be responsible for proper packing and delivery of Stores. The materials should be packed by the Supplier/Manufacturer at their own cost for protection against any damage, loss, breakage or leakage etc.

39 **JURISDICTION OF COURT**:

AGREE

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

40 **WORKMEN COMPENSATION**:

AGREE

The successful bidder(s) 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.

41 PERSONAL PROTECTIVE EQUIPMENT(PPE):

AGREE

Suppliers and their 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

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

TECHNICAL TERMS & CONDITIONS AND DRAWING (IF ANY)

Item SI. No.	Item Code	Description	Qty. In Mtr.	Offered Specification (Ifspecification is same please write "Yes" with the name of make/ brand) No other specification will be accepted.
1	31210001	POLYPROPLENE SELF FIBRILLATED PARAPRO ROPE 24 mm Dia x 3 strand of 220 Mtrs. Length. Conforming to IS: 5175 of 1982 or latest amendment with ISI mark.	440 (2 X 220 Mtr.)	
2	31210109	POLYPROPLENE SELF FIBRILLATED PARAPRO ROPE 10 mm Dia x 3 strand of 220 Mtrs. Length. Conforming to IS: 5175 of 1982 or latest amendment with ISI mark.	880 (4 X 220 Mtr.)	
3	31210110	POLYPROPLENE SELF FIBRILLATED PARAPRO ROPE 48 mm Dia x 8 strand of 220 Mtrs. Length. Conforming to IS: 5175 of 1982 or latest amendment with ISI mark.	1980 (9 X 220 Mtr.)	
4	31210202	POLYPROPLENE SELF FIBRILLATED PARAPRO ROPE 52 mm Dia x 8 strand of 220 Mtrs. Length. Conforming to IS: 5175 of 1982 or latest amendment with ISI mark.	440 (2 X 220 Mtr.)	

	_
Signature of the bidder	

DOCUMENTS TO BE UPLOADED

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. Credential for supply of various types Polypropylene ropes/ Polypropylene sling or similar type of materials for a cumulative amount of Rs 3,17,410 (Rupees three lakh seventeen thousand four hundred ten only) in any number of orders during the last 5(five) years to Govt., PSU or Public / Private organization, which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents:
 - i) Receipted Challan,
 - ii) Certificate of Execution,
 - iii) GRN.
 - iv) Excise Invoice,
 - v) Tax Invoice,
 - vi) Consignment Note.

etc. as a proof of supply as required by 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. 1,58,700.00 (Rupees one lakh fifty eight thousand seven hundred only). If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.
- 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. Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN).
- 4. Copy of Valid BIS license for IS: 5175 of manufacturer must be submitted.
- 5. Copy of Valid Professional Tax Payment Challan.
- 6. Photo copy of the Registration Certificate with Central Excise Authority (if applicable)

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

SI.	Order nos.	Nos. of Receipted challan / certificate of	Item description	Quantity/
No.	& date(with	execution / GRN / Excise Invoice / Tax	with specification	value of
	copies of	Invoice / Consignment Note etc. as a proof		materials
	purchase	of supply (with copies of the same).		supplied
	orders)			
1.				
2.				
3.				
4.				
5.				

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

ANNEXURE-V

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.

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

ANNEXURE-VI

BIDDER'S INFORMATION

Manager (MM), **Haldia Dock Complex**

Tender No.	HDC/MM/OT-14/31/37
Name of work/Item Description:	Tender for supply and delivery of various types of Polypropylene Ropes 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.	
[Please strike out the alternative which is not applicable and initial the same.]	e in your case out of the following two

(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.
- 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.

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

ANNEXURE-VII

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					

PRICED BILL OF QUANTITIES

Tender for supply and delivery of "various types of Polypropylene Ropes" as per Bill Of Quantity to Haldia Dock Complex.

TENDER No.: HDC/MM/OT-14/31/37

Item No.	Description of Item	Qty. in Mtr.	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis	(%) of Excise Duty	(%) of Central Sales Tax or VAT	Any other levies if applicable		Amount of Evaluated Cost
			(Rs /unit)	(%)	(%)	(Rs /unit)	(Rs /unit)	(Rs /unit)
			А	В	С	D	E=A+(A*B/100)+ (((A+(A*B/100))* C/100)+D	(F) = E - (A*B/100)
1.	POLYPROPLENE SELF FIBRILLATED PARAPRO ROPE 24 mm Dia x 3 strand of 220 Mtrs. Length. Conforming to IS: 5175 of 1982 or latest amendment with ISI mark.	440 (2 X 220 Mtr.)						
2.	POLYPROPLENE SELF FIBRILLATED PARAPRO ROPE 10 mm Dia x 3 strand of 220 Mtrs. Length. Conforming to IS: 5175 of 1982 or latest amendment with ISI mark.							

Item No.	Description of Item	Qty. In Mtr.	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis	(%) of Excise Duty	(%) of Central Sales Tax or VAT	Any other levies if applicable		Amount of Evaluated Cost
			(Rs /unit)	(%)	(%)	(Rs /unit)	(Rs /unit)	(Rs /unit)
			Α	В	С	D	E=A+(A*B/100)+	(F)=
							(((A+(A*B/100))* C/100)+D	E -(A*B/100)
3.	POLYPROPLENE SELF FIBRILLATED PARAPRO ROPE 48 mm Dia x 8 strand of 220 Mtrs. Length. Conforming to IS: 5175 of 1982 or latest amendment with ISI mark.							
4.	POLYPROPLENE SELF FIBRILLATED PARAPRO ROPE 52 mm Dia x 8 strand of 220 Mtrs. Length. Conforming to IS: 5175 of 1982 or latest amendment with ISI mark.							