

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Tender No. HDC/MM/OT-13/23/216

**TENDER NOTICE FOR WEB-SITE ADVERTISEMENT**

**Work Title:**

Sealed Tenders, in TWO PART SYSTEM (Part-I: Earnest Money & Techno-commercial Bid and Part-II: Price Bid) in prescribed format are invited from Manufacturers or their Authorised Dealer/ Distributor/Stockist for supply and delivery of Copper Ballasts to Haldia Dock Complex.

**Scope of Work:**

**Supply and delivery of Copper Ballasts to Haldia Dock Complex.**

**Pre-qualification Criteria of Tenderers:**

Following Documents (Self attested Photo copies) of pre-qualification-criteria of the tenderer are to be needed, otherwise their offer may be rejected :-

- 1 Manufacturer or their Authorized Dealer/Distributor/Stockist should submit Credential for supply of Ballasts/Electrical consumable items for cumulative value of **₹ 01 Lakh** (Minimum), all inclusive, during preceding 5 years ending on 31.10.2016, 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 Valid Dealership/Distributorship/ Stockistship Certificate from their Manufacturer.
- 3 VAT Registration Certificate or CST Registration Certification (TIN).
- 4 Excise Registration certificate, if applicable.
- 5 Valid Professional Tax Clearance Certificate/Up to date Professional Tax Payment Challan.  
Documentary evidence of clearance / Payment Challan valid up to 31<sup>st</sup> March of the last completed accounting year may be submitted by the bidder. However, it would be the responsibility of the contractor to comply with the requirements of the concerned authority during entire tenure of the contract.
- 6 Valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.

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**Tender Authority:**

Manager (Materials Management) Haldia Dock Complex, Jawahar Tower (2 <sup>nd</sup> Floor), P.O. Haldia Township, Dist. Midnapur (E)-721607 Ph: 03224-264496/264461 ; Telefax No.: 03224-263255 E-mail No. psbrahma.hdc@nic.in & skarmakar.hdc@nic.in							
Due Date of sub- mission of Tender:	<b>28.12.2016</b>	Time:	<b>Up to 03-00 P.M.</b>	Opening Date (Techno- Commercial Bid)	<b>28.12.2016</b>	Time:	<b>At 03-30 P.M.</b>
Last Date for Collection of Bid Documents (directly from Manager( MM)'s Office)				<b>Upto 1.00 P.M. of 28.12.2016</b> on each working Day of the Trustees.			
Cost of Tender Document				<b>BY HAND:</b> - By Hand, the Cost of Tender Papers (non-refundable) <b>₹ 200=00</b> (in cash) per set.  <b>BY POST:</b> - Tender Papers will be issued by post on payment of <b>₹ 300=00</b> (non-refundable) per set by Demand Draft drawn in favour of Kolkata Port Trust, Haldia Dock Complex, payable at Haldia. Request for issue of Tender form must reach this office at least 7(seven) days before the due date of tender opening, after which no tender paper will be issued by post. However Haldia Dock Complex, Kolkata Port Trust will not be responsible for loss of Bid Document or delay in postal transit.  <b>BY DOWNLOADING FROM OUR WEB SITE:</b> - Bidder downloading the tender document should submit the tender cost of <b>₹ 200=00</b> (non- refundable) separately by D.D. along with their offer otherwise their offer will be summarily rejected.			
Earnest Money Deposit				<b>₹ 1,000.00 (Rupees one thousand only).</b>			
Time of Completion				Delivery of the materials must be completed within <b>60 days</b> from the date of receipt of order by the supplier.			

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**Other Instructions:**

1. Tender paper can be had from the office of the Manager (MM) Haldia Dock Complex, Jawahar Tower (2<sup>nd</sup> Floor), P.O. Haldia Township, Dist. East Midnapore, Pin-721 607, on payment of ₹ 200.00 in cash. Tender paper will be issued on any working day of HDC / KoPT from 10.00 A.M. to 1.00 P.M. up to **28.12.2016**.
2. The bidder may download Tender Papers from website, for which ₹ 200.00 (as tender document cost) shall have to be deposited by D.D. drawn in favour of Kolkata Port Trust, Haldia Dock Complex, payable at Haldia in a separate sealed envelope mentioning full name of the company, tender no. & the postal address of the Bidder, along with their offer otherwise their offer will be rejected summarily.
3. Tender Papers will be issued by Post on payment of ₹ 300.00 (Non-refundable) per set by Demand Draft drawn in favour of Kolkata Port Trust, Haldia Dock Complex, payable at Haldia. Request for issue of Tender form must reach this office at least 7(seven) days before the due date of tender opening, after which no tender paper will be issued by post. However, Haldia Dock Complex, Kolkata Port Trust will not be responsible for loss of Bid Document or delay in postal transit.
4. Sealed Tender may be submitted either by Post or by the tenderer himself within the specified date and time of submission after which no tender shall be accepted.
5. HDC will not be responsible in any way for postal delay. HDC / KoPT reserves the rights to reject all tenders or to accept any tender in whole or part without assigning any reason thereof.
6. 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.
7. In case there is an unscheduled HOLIDAY / BANDH / STRIKE on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same.
8. 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.
9. **DUE DATE OF SUBMISSION OF TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION.**
10. **For Micro & Small Enterprises(MSEs) registered with NSIC: -**
- 10.1 **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.**
- 10.2 **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.**
- 10.3 **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.**
- 11.0 **Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.**
- 12.0 **Other details are in the Tender Document.**

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**DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT**

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

Tender No.

HDC/MM/OT-13/23/216

Name of work/Item Description:

Supply and delivery of Copper Ballasts to Haldia Dock Complex.

Name of the Company:

Address :

Contact Person's Name :

Phone :

Fax :

E-Mail Address :

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

Is the company having valid VAT Registration/CST Registration Certificate? \* Yes / No

Is the company having valid PTPC? \* Yes / No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT? \* Yes / No / Not Applicable

Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer. \* Yes / No / Not Applicable

\*Are you Manufacturer / Authorized Dealer / Sole Selling agent for the tendered materials? \* Yes / No / Not applicable

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

I / We agree to submit the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Pre-Qualifying documents with our offer or the documents are not found in order by HDC / not acceptable to HDC our tender shall be rejected by HDC without any correspondence in this regard.

Date: \_\_\_\_\_

Signature of the Tenderer of Office Seal

\* Strike out which is not applicable

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**CHECK LIST FOR SUBMISSION OF TENDER**

**[COMPLETE THIS FORM AND SUBMIT IT ALONG WITH YOUR OFFER]**

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

Tender No.	HDC/MM/OT-13/23/216
Name of work / Item Description:	Supply and delivery of Copper Ballasts to Haldia Dock Complex.
Have you submitted the TENDER COST as per Pre-Qualification requirement of the instant tender?	Yes / No *
Have you submitted the EARNEST MONEY as per pre-Qualification requirement of the instant tender?	Yes / No *
Have you submitted the VAT Registration Certificate or CST Registration Certificates (TIN) as other document of the instant tender?	Yes / No *
Have you submitted the Professional Tax Payment Challan (PTPC) as other document of the instant tender?	Yes / No *
Have you submitted the order letter(s) and relevant execution documents in support of Credentials as per Pre-Qualification requirement of the instant tender?	Yes / No *
Have you submitted all pages of the tender documents duly sealed and signed without any deviation/ deficiency? In case the same is found altered / modified in any way, your offer shall be rejected.	Yes / No *
Have you accepted all the terms and condition of tender documents unconditionally i.e. without any deviation/ deficiency. In case the same is found altered / modified in any way, your offer shall be rejected.	Yes / No *
Have you mentioned the Taxes and duties in the clause no. 26.0 of the instant tender?	Yes / No *

\*-Strike out which is not applicable.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature of the Bidder with Office Seal**

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Office of the M. M. Division,  
Jawahar Tower, 2nd Floor,  
P. O.: -Haldia Township,  
Dist.: - Midnapore (East)  
Pin-721 607.

To

M/s. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

**Subject: Tender for Supply and delivery of Copper Ballasts to Haldia Dock Complex.**

Sealed offers are invited on behalf of Haldia Dock Complex, Kolkata Port Trust in Two Part basis (Part-I: Earnest Money & Techno-commercial Bid and Part-II: Price Bid) for the subject work at Haldia in accordance with the Trustee's sanctioned General Conditions of Contract (1993), attached Terms and conditions of Tender, particular specifications and detailed Bill of Quantities. Trustees' General terms & Conditions of contract (1993) are the integral part of the tender documents and the same will be applicable for this tender. The above-mentioned General Conditions of Contract may be inspected at our website [www.haldiadock.wb.nic.in](http://www.haldiadock.wb.nic.in) or at the office of the undersigned on any working day before quoting for the tender.

Last date and time of issue of Tender paper	:	<b>Up to 13-00 hrs. on 28.12.2016</b>
Last date and time of submission of Tender	:	<b>Up to 15-00 hrs. on 28.12.2016</b>
Date and time for opening of <b>Earnest Money and Techno-- Commercial Bid</b>	:	<b>At 15-30 hrs on 28.12.2016</b>

Bid Document (non-transferable) to be submitted at the Address	:	Office of the Manager (MM), M. M. Division, Jawahar Tower, (2 <sup>nd</sup> Floor) P.O. Haldia Township, Dist. East Midnapore.
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**1.0 EARNEST MONEY:**

- 1.1 Earnest Money of **₹ 1,000.00 (Rupees one thousand only)** shall be deposited by Banker's Cheque or by Demand Draft of any Nationalized Bank of India drawn in favour of **Kolkata Port Trust** payable at Haldia.
- 1.2 **Micro & Small Enterprises (MSEs) registered with NSIC: - Please see "Point No. 10 of Tender Notice, Point No. 3 & 4 of Tender Document & Clause no. 8.0 of Tender Terms and conditions".**
- 1.3 Earnest Money Banker's Cheque / Demand Draft shall be submitted in a separate sealed envelope marked **"EARNEST MONEY"** and superscribed with the title of the work, Tender No., Bidder's identity, etc.
- 1.4 Those who have deposited Earnest Money of Rs 5,000.00 (Rupees five thousand only) under dynamic Register Scheme vide Notice No. HDC/MM/238, they need not deposit earnest money. However, they must submit photo copy of proof of E.M. deposit of Rs.5,000.00 in envelope -1.
- 1.4 Tenders, which are submitted without requisite Earnest Money, are liable to be rejected.**

**2.0 MODE OF SUBMISSION OF BID:**

- 2.1 All covering letters and information to be included in the Bid shall be submitted in duplicate along with the Bid itself.
- 2.2 **The bid shall be submitted in three separate sealed envelopes. The three separate Sealed Envelopes are to be kept inside a big envelope, and the same should be Sealed & super scribed Tender No., Name of works & Earnest Money Reference & bidders Name & Address.**  
Bidders are requested to strictly adhere to the guidelines while preparing and submitting their bids. Flaws such as improper marking of envelopes, non-inclusion of required documents and enclosed documents in the wrong envelopes may lead to rejection of the Bids.

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2.3 The three sealed envelopes shall be filled in and marked in accordance with the instructions

**3.0 ABOUT ENVELOPE:** [Envelope-1 and Envelope-2 together constitutes Part-I of the Bid. Envelope-3 is Part-II of the Bid]

3.1 **ENVELOPE-1:** Earnest Money; Cost of tender document & declaration of tenderer for downloading the tender document.

A) **Contents:**

- i) Earnest Money by Banker's Cheque / Demand Draft.
- ii) Declaration of tenderer for downloading the tender document.
- iii) In case of MSEs, copy of valid NSIC & DIC Certificate alongwith list of items as they have registered.

B) **Marking:**

- iv) Mark "**EARNEST MONEY**", the name of the work and the bid number in Block Capital Letters at the top of the envelope.
- v) Write the Full Name, the Postal Address and the Telephone/Fax /E-Mail Address of the Bidder at the bottom left portion of the corresponding envelope.

3.2 **ENVELOPE-2: Technical and Commercial Offer without price quotation.**

A) **Contents:**

- i) One copy of the tender document marked '**ORIGINAL**' complete in all respect, with the Bidder's Signature and Official Seal on every page.
- ii) Unequivocal acceptance of the terms and conditions stipulated by Haldia Dock Complex in the tender documents.
- iii) '**Declaration of the Bidder**' completes in all respects, with the Bidder's Signature and Seal affixed.
- iv) Blank Pro-forma of Price Bid, duly signed and stamped, but with the column of rates and amounts crossed out and with initial. [Prices are **NOT** to be filled in this Part].
- v) Photocopy of valid VAT Registration /CST Registration Certificate as applicable & Professional Tax Payment Challan (as applicable).
- vi) Photocopy of the registration certificate with Central Excise Authority, if applicable.
- vii) Photocopy of Purchase orders alongwith execution documents in support of Credential.
- viii) Photocopy of the proof for submission of Earnest Money deposit of Rs.5000.00 in case of registered vendor under dynamic Register Scheme vide Notice No. HDC/MM/238
- ix) Any additional documents containing Technical / Commercial Information etc. that the Bidder may wish to furnish.

B) **Marking:**

- i) Mark "**TECHNO-COMMERCIAL BID**", the name of the work and the bid number in **block capital letters** on the top.
- ii) Write the full name, the postal address and the Telephone / Fax / E-mail Address of the **Bidder** on the lower left portion of the envelope.

3.3 **ENVELOPE-3: Priced Bid of Quantities [Part-II Bid]**

A) **Contents:**

Bill of Quantities, duly filled in, signed and stamped. Bidders must not state any terms and conditions in this part. If Bidders consider inclusion any such condition to be essential, the conditions may be stated in Part-I of the Bid, but must be restricted to that part alone.

B) **Marking:**

- i) Mark "**PRICE BID**", the name of the work and the bid number in Block Capital Letters at the top of the envelope.
- ii) Write the full name, the postal address and the Telephone /Fax /E- mail Address of the **Bidder** at the bottom left portion of the envelope.

**4.0 Exemption for Micro & Small Enterprises(MSEs) registered with NSIC (under single point registration scheme)**

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- 4.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
- 4.2 List of items for which the firm got them registered, must be submitted in Envelope-I marked "NSIC Registered Unit" and superscribed with the title of the work, Tender No., Bidder's Identity etc. of their offer for claim of such exemption.
- 4.3 If MSEs registered with NSIC (under single point registration scheme) intend 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.

**5.0 OPENING OF BIDS:**

- 5.1 Techno- Commercial Bids (Part-I) will be opened on the date and time mentioned earlier, at the office of the undersigned. Any Bidder who wishes to be present at the time of opening may do so. Of the two envelopes submitted by the Bidders in Part-1, the Earnest Money envelope with cost of tender document will be opened first. If it is found that requisite Earnest Money and cost of tender document have not been submitted in the right form, the second envelope i.e. the Techno-Commercial Bid will not be opened.
- 5.2 Price Bid of only those eligible bidders whose Part-I Bids are complete and in order shall be opened in presence of Bidders or their authorized representatives on time and date to be intimated later separately.
- 5.3 Ko. P. T. reserves the right to reject any or all bids and also to accept any tender in part or, full without assigning any reason thereof.
- 5.4 Bids received after the stipulated date and time due to any reason whatsoever will not be considered. Ko. P. T. will not be responsible for the loss of the Bid Document or, for the delay in postal transit.
- 5.5 In case there is an unscheduled Holiday / Bandh / Strike on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same. In this regard, decision of the undersigned will be final.

Thanking you,

Yours faithfully,

**Manager (M.M.)  
Haldia Dock Complex**

**Enclo:-**

Declaration of tenderer for downloading the tender document (For Envelope-1)	Page no. 1
Check list (For Envelope-1)	Page no. 2
Terms and Conditions of Tender (For Envelope-2)	Page nos. 6-12
Declaration of the Bidder (For Envelope-2)	Page no. 13
Bill of Quantities (For TECH-COM. BID) (For Envelope-2)	Page no. 14



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**TERMS AND CONDITIONS OF TENDER**

**1.0 SCOPE OF WORK :**

The work comprises of supplying, delivery, unloading & stacking of Copper Ballasts as specified in the Bill of Quantities at Central Stores of MM Division at Chiranjibpur of Haldia Dock Complex or other Store in Haldia Dock Complex.

**2.0 GENERAL :**

- 2.1. The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract (1993), Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
- 2.6 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.
- 2.7 The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.

**3.0 INSTRUCTIONS FOR FILLING UP OF BIDS:**

- 3.1. The bid can only be submitted in the name of the bidder in whose name the Bid Documents were issued. The Bid Document issued to the bidder is not transferable.
- 3.2 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.
- 3.3 Bidders are advised to visit the Central Stores at Chiranjibpur/Other store of Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Manager of M.M. Division or his authorized representative at his office at Jawahar Tower in this regard. 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.
- 3.4 The Bid Document shall be completed in all respects, free from ambiguity and shall be submitted together with requisite information and appendices. They shall be signed and sealed by the bidder on each page.
- 3.5 The bidder should sign the DECLARATION OF THE BIDDER to denote their mode of acceptance and return the same along with his offer.

Signature of Tenderer with Office Seal

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**TERMS AND CONDITIONS OF TENDER (PART-I)**

**4.0 VALIDITY :**

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.

**5.0 NON-RESPONSIVE BIDDER :**

5.1 The offer/tender shall be treated as non-responsive, if :

- 5.1.1 i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.
- 5.1.2 ii) Offer / tender is submitted with any deviation from the tender terms & conditions.

**6.0 EARNEST MONEY AND SECURITY DEPOSIT :**

6.1 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.

6.2 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 Nationalised/ Scheduled Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia, by the successful Bidder with the Manager (Finance) in advance 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.

6.3 If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee to be issued by Kolkata/Haldia Branch of any Nationalised/ Scheduled Bank of India in the Trustees' specified Pro-forma in lieu of Security Deposit. The Bank Guarantee shall have to be valid for suitable period to cover the full guarantee period of the materials.

In the event of issuing Bank Guarantee of any Branch outside Haldia/Kolkata, any Haldia/Kolkata Branch of such Bank shall confirm the same and stand for at the commitments under the Bank Guarantee. In such cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of the Calcutta High Court'.

6.4 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.

**7.0 PRICES :**

7.1 Price should be quoted F.O.R Central stores of MM Division at Chiranjibpur, Haldia, i.e on free delivery basis up to Central Stores of MM Division at Haldia.

7.2 The bidder shall quote his offer as per the Bill of Quantities. Price(s) must include, among others, all taxes, Duties of Central / State/ Local bodies etc. and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads and profit etc. necessary for the complete services as described in the documents.

The price break-up for different heads will have to be furnished. The Bidder shall state clearly in bold letters the percentage of various Taxes and surcharge that will be charged extra as applicable over his quoted rates, if the same are not included in his quoted rates. The break-up should be stated in the Techno-commercial offer.

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.

Signature of Tenderer with Office Seal

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**TERMS AND CONDITIONS OF TENDER (PART-I)**

- 7.3 The bidder should give the details of excise duty & sales tax in techno-commercial bid showing percentage-wise break-up of above cost elements.
- 7.4 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.
- 7.5 Please note that KoPT does not provide any concessional Sales Tax Form. Full rate of Sales Tax should be considered while quoting.
- 7.6 Price Bid should be FREE FROM ANY EXTRANEIOUS CONDITION.
- 7.7 The Price(s) shall be faultless in figures and free from erasing, overwriting correction if any must be initialed by the Bidder.
- 7.8 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should be repeated in words also. In the event of a discrepancy, the following shall be adopted for arriving at the final figures –
- 7.9
- 1) When there is a difference between the rate in figures and in words, the rate which complies with the amount worked out by the bidder for the item shall be taken as correct.
  - 2) When the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words then the rate quoted by the bidder in words shall be taken as correct and the value of the item shall be worked out accordingly.
  - 3) When the rate quoted by the bidder in figures and in words matches but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and the amount shall be corrected accordingly. Bids containing qualifying expressions are liable to be rejected. Corrections, if any, must be initialed by the bidder.

**8.0 EVALUATION CRITERIA :**

- 8.1 Evaluation will be made on the **Lowest Landed price (L1)** quoted against the 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 the 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.
- 8.2 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 of the amendment will be entertained.

**9.0 ACCEPTANCE OF PRICE:**

It is not obligatory on the part of the Trustees to accept the lowest tender they reserve to accept a tender in full or in part and /or reject a tender without assigning any reason.

Signature of Tenderer with Office Seal

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Tender No. HDC/MM/OT-13/23/216

**TERMS AND CONDITIONS OF TENDER (PART-I)**

**10. PAYMENT :**

Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same at designated points and on submission of Bill accompanied with Inspection Certificate, if any, and challan duly signed by consignee or his authorized representative. The bills should be submitted in quadruplicate to Manager (MM)'s Office with necessary documents e.g., receipted challan in duplicate, Excise Invoice with Cenvatable Transporter's copy (if applicable), test certificate, guarantee certificate inspection report, if any.

Part payment, against part supply / delivery, will be made to Party's Bank Account within 30 (thirty) days of receipt of satisfactory acceptance note of supply and on submission of clear bill.

**11.0 TIME OF COMPLETION AND DELIVERY:**

- 11.1 Delivery of the materials must be completed within **60 days** from the date of receipt of order by the supplier.
- 11.2 Materials are to be delivered at Central Stores of MM Division at Chiranjibpur of Haldia Dock Complex or other Store in Haldia Dock Complex.  
Materials shall be delivered by the supplier at their cost, risk and responsibility up to Central Store / Site Store(s) of Haldia Dock Complex.
- 11.3 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.
- 11.4 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.
- 11.5 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 Store/Site. The responsibility for preventing damage / deterioration to the materials during transit, delivery. unloading and stacking at the designated point shall rest with the Supplier. All transit risk will be to supplier's account. The Bidder must send advance intimation to the concerned Officer as to the proposed dates of delivery of each and every installment of supply together with a list showing quantity and particulars of the material in the consignment. Materials will not be accepted if not accompanied by the authorized representative along with proper Delivery Challan, Inspection/Test Certificate, Guarantee Certificate and other related documents. Delivery of materials will not be accepted on Sundays and Holidays. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account. The authorized representative of the Bidder must be present at the time of delivery. Inspection of the materials shall be done by Trustee's authorized person together with Supplier's representative.

**12.0 DESPATCH ARRANGEMENTS:**

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 Sundays and Port Holidays. The authorized representative of the suppliers must be present at the time 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 by authorized representative with proper delivery challans (in quadruplicate) and other related documents like inspection certificates etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.

Signature of Tenderer with Office Seal

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Tender No. HDC/MM/OT-13/23/216

**TERMS AND CONDITIONS OF TENDER (PART-I)**

**13.0 TEST AND INSPECTION :**

Inspection of the materials shall be done by the Trustee's authorized person (Representative of P&E Division, HDC) at HDC's premises after delivery of the materials based on Manufacturer's Test certificate & Guarantee Certificate of the supplier.

Cost of samples used for testing, if any, will be borne by the supplier. Trustees do not have any responsibility for damage of materials during inspection/testing.

Inspection /Testing witnessed by representative of P&E Divn. shall not relieve the supplier of his obligation for supplying right materials in accordance with the tender specification and in good condition.

The materials to be supplied by the supplier should strictly conform to the laid down specification of tender / order. If necessary, samples from the supplies may be drawn and the same will be tested by Trustee's authorized person (representative of P&E Division, HDC) either at the trustees own arrangement or by Government Test House and if found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost and arrangement.

**14.0 GUARANTEE CERTIFICATE :**

The materials, with all accessories and attachments, shall have to be guaranteed by the supplier against the manufacturing defects or, poor performance for a period of 12 months from the date of commissioning or, 18 months from the date of supply whichever is earlier. If any defect whatsoever develops during the **Guarantee Period**, the defective materials will have to be replaced / rectified, as the case may be, **by the Bidder at their own cost.**

**15. TRANSIT RISK :-**

Transit risk will be on Tender's account since the delivery is F.O.R. Destination.

**16. PERMITS :**

The successful Bidder shall have to obtain dock permits from the office of the Manager (P&E), 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.

**17.0 EXCISE DOCUMENT:**

17.1 Tenderers, in whose cases ED is applicable, are required to submit the copy of the Registration certificate of Central Excise Authority along with Techno commercial offer.

17.2 Successful tenderers, in whose cases ED is applicable, are required to submit Excise Invoice i.e. transporter's copy along with the supply. If the successful tenderer fails to submit cenvetable documents (Excise Invoice), payment will be made after deducting ED with appropriate cess.

Signature of Tenderer with Office Seal

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Tender No. HDC/MM/OT-13/23/216

**TERMS AND CONDITIONS OF TENDER (PART-I)**

**18.0 REJECTION OF MATERIALS :**

Notwithstanding 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' Cement 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.

**19.0 LIQUIDATED DAMAGES :**

19.1 If the supplier fails 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 @ ½% of the basic value of the delayed portion of supply, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 10% of the basic value of contract. Service tax on LD amount will be levied as applicable (presently @15.0%).

19.2 Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract.

19.3 Any delay on the following two accounts beyond the time period on account of HDC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.  
1. 10 days time for inspection from the date of receipt of Supplier's inspection call letter.  
2. 7 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.

**20.0 RISK PURCHASE :**

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.

**21.0 BANNED OR DE - LISTED CONTRACTORS:**

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.

Signature of Tenderer with Office Seal

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Tender No. HDC/MM/OT-13/23/216

**TERMS AND CONDITIONS OF TENDER (PART-I)**

**22.0 FORCE MAJEURE :**

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.

**23.0 PACKING OF MATERIALS :**

23.1 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.

**24.0 WORKMEN COMPENSATION:**

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.

**25.0 P.P.E( Personal Protective Equipment):**

Supplier and /or his employees / workers including transporter's driver, helper etc. must use their P.P.E i.e. Safety helmet Safety Shoe etc. inside the dock area.

**26.0 EXCISE DUTY & STATUTORY LEAVY: - [TO BE SUBMITTED ALONGWITH ENVELOPE-2]**

To indicate the following: -

Sl. No.	Taxes, duties	Whether applicable	If applicable , please indicate present rates in percentage to be included or extra
1	Excise Duty	Yes/No	.....extra / included*
2	Central Sales Tax	Yes/No	.....extra / included*
3	WBST/VAT	Yes/No	.....extra / included*
4	Any other levies if applicable	Yes/No	.....extra / included*

\*: - Strike out which is not applicable.

Signature of Tenderer with Office Seal

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Tender No. HDC/MM/OT-13/23/216

**TERMS AND CONDITIONS OF TENDER (PART-I)**

**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 the requisite Earnest Money with the Trustees' Manager (Finance), Haldia Dock Complex.

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

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

(a) I / We hereby declare that I / We have not been banned or, di-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.

Date: \_\_\_\_\_

Place : \_\_\_\_\_

\_\_\_\_\_  
Signature of the Bidder with Office Seal

Full Name : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_



**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Tender No. HDC/MM/OT-13/23/216

**BILL OF QUANTITIES (UN-PRICED BID)**

**Tender for Supply and delivery of Copper Ballasts to Haldia Dock Complex.**

**(To be filled in Duplicate)**

**Annexure : A**

**TECHNO COMMERCIAL BID (Part-I)**

Sl. No.	Item Code	Description	Quantity in Metre	If your offer exactly match to our tender specifications write 'yes' otherwise write 'No' & specify Make/Brand.
1	32010015	Electromagnetic copper wire wound , vacuum impregnated , open construction type ballast, suitable for one no 125 watt HPMV Lamp, operated on 220 / 230 / 240 / 250 Volts A.C.[Nominal], 50 Hz supply system. Ballasts should conform to IS 6616: 1982 or latest amendment if any.	<b>100</b>	
2	32010010	Vacuum impregnated [VPIT], open construction type, Electro - magnetic Ballast, made from copper wire, suitable for use with one no 70-Watt HPSV Lamp, operating voltage 220/230/240/250 Volt [A.C.], 50 HZ supply systems. Ballasts should conform to IS 6616: 1982 or latest amendment if any.	<b>15</b>	
3	32010016	Vacuum impregnated [VPIT], open construction type, Electro - magnetic Ballast, made from copper wire, suitable for use with one no 250-Watt HPMV Lamp, operating voltage 220/230/240/250 Volt [A.C.], 50 HZ supply systems. Ballasts should conform to IS 6616: 1982 or latest amendment if any.	<b>50</b>	
4	32010011	Vacuum impregnated [VPIT], open construction type, Electro - magnetic Ballast, made from copper wire, suitable for use with one no 250-Watt HPSV Lamp, operating voltage 220/230/240/250 Volt [A.C.], 50 HZ supply system. Ballast should conform to IS 6616: 1982 or latest amendment if any.	<b>80</b>	

Signature of Tenderer with Office Seal

**HALDIA DOCK COMPLEX  
KOLKATA PORT TRUST**

Tender No.: . HDC/MM/OT-13/23/216

**BILL OF QUANTITY**

**Supply and delivery of Copper Ballasts to Haldia Dock Complex.**

**[To be filled in Duplicate]**

**Annexure: B**

The rate should be quoted in figure as well as words (without any corrections and overwriting) as stated in this schedule and the same should be filled in and signed by the tenderer and submitted along with the tender failing which his offer may be liable to rejection. No alternative mode of offer will be accepted.

**PRICE BID (Part-II)**

Sl. No.	Item Code	Description	Quantity in Metre	Unit Rate on F.O.R. upto HDC's Store/ Site at Haldia basis (in Rs.)	Total Amount in Rs.
1	32010015	Electromagnetic copper wire wound , vacuum impregnated , open construction type ballast, suitable for one no 125 watt HPMV Lamp, operated on 220 / 230 / 240 / 250 Volts A.C.[Nominal], 50 Hz supply system. Ballasts should conform to IS 6616: 1982 or latest amendment if any.	100		
2	32010010	Vacuum impregnated [VPIT], open construction type, Electro - magnetic Ballast, made from copper wire, suitable for use with one no 70-Watt HPSV Lamp, operating voltage 220/230/240/250 Volt [A.C.], 50 HZ supply systems. Ballasts should conform to IS 6616: 1982 or latest amendment if any.	15		
3	32010016	Vacuum impregnated [VPIT], open construction type, Electro - magnetic Ballast, made from copper wire, suitable for use with one no 250-Watt HPMV Lamp, operating voltage 220/230/240/250 Volt [A.C.], 50 HZ supply systems. Ballasts should conform to IS 6616: 1982 or latest amendment if any.	50		
4	32010011	Vacuum impregnated [VPIT], open construction type, Electro - magnetic Ballast, made from copper wire, suitable for use with one no 250-Watt HPSV Lamp, operating voltage 220/230/240/250 Volt [A.C.], 50 HZ supply system. Ballast should conform to IS 6616: 1982 or latest amendment if any.	80		

Signature of Tenderer with Office Seal