# 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. 264461/264496, FAX :03224-263255 E-mail id: <a href="https://hitago.nic.in/">hitago.nic.in/</a> / <a href="https://hitago.nic.in/">https://hitago.nic.in/</a> / <a href="https://hitago.nic.in/">hitago.nic.in/</a> / <a href="https://hitago.nic.in/">hitago.ni

E-Tenders under single stage **two part** system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from Manufacturers or their Authorised Dealers/Distributors/Stockists for supply and delivery of LT Motors to Haldia Dock Complex.

Bid Document may be downloaded from MSTC website <u>www.mstcecommerce.com</u>, <u>www.kolkataporttrust.gov.in</u> and CPP portal (<u>www.eprocure.gov.in</u>).

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

### **SCHEDULE OF TENDER (SOT):**

	TENDER NO.	HDC/ MM/ OT-40/ 23/221
a.	MODE OF TENDER	
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and
		Part II - Price Bid through
		<u>www.mstcecommerce.com</u> 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.	KoPT/Haldia Dock Complex/MM Div/46/16-
	(System Generated)	17/ET/551
d.	Date of NIT available to parties to download	15.02.2017
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. 3,200.00 (Rupees Three thousand two hundred only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.  Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.  The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account is appended hereunder.  a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch.  b) Account No.: 1604050000310

		c) IFS Code: UTBI0HDCF75.
		Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making_payment of earnest money by RTGS/NEFT.
		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) E- Tender No. : KoPT/Haldia Dock Complex/MM Div/46/16-17/ET/551
		c) Amount remitted :
		d) Remittance Bank Details:
		e) U.T.R No. :
ii)	) Bid Document fee	f) Date:  The intending bidders should submit the tender cost of Rs. 400/- (Rupees Four hundred only) (non-refundable) as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected.  Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.  Tenderers should deposit bid document fee before filling and submission of bids.
		Details of Tender Cost 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) E- Tender No. : KoPT/Haldia Dock Complex/MM Div/46/16-17/ET/551
		c) Amount remitted :
		d) Remittance Bank Details:

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			e) U.T.R No. :			
			f) Date:			
	iii)	Transaction Fee	Rs. 367/- (Including Service Tax @15%).			
			Payment of Transaction fee is to be made by			
			NEFT/RTGS in favour of MSTC LIMITED (refer			
			clause. No. 4 of Annexure -I)			
			·			
h.	Last da	ate of submission of EMD & Bid	08.03.2017 upto 15.00 HRS			
	Docum	ent fee at HDC.	•			
	Last da	ate of submission of Transaction	Three working days before the last date of			
	fee th	rough RTGS/NEFT in favour of	closing of online bidding for the e-tender.			
		_imited,Kolkata.				
		,				
i.	Date	of Starting of e-Tender for	16.02.2017 time 12.30 hours			
	submis	e e e e e e e e e e e e e e e e e e e				
	Comm	ercial Bid and price Bid at				
		nstcecommerce.com/eprochome/				
j.		f closing of online e-tender for	08.03.2017 time 15.00 hours			
		sion of Techno-Commercial Bid				
	& Price	e Bid.				
k.		time of opening of Part-I (i.e.	08.03.2017 time 15.30 hours			
		-Commercial Bid) Part-II Price				
		ate of opening of Part II i.e.				
		id shall be informed separately				
L			1			

# **List of Annexure:**

Important Instructions to : Annexure –I Bidders

Commercial Terms & : Annexure -II

Conditions

Bill of quantities (un-priced Annexure-III bid)

Standard dimension of the Annexure-B

Motor

Pre-qualification Criteria of : Annexure-IV the tender.

Declaration of Tenderer : Annexure-V

Bidder's Information : Annexure-VI

Details of statutory levies : Annexure-VII

Documents to be uploaded Annexure-VIII
Price Bid format : Annexure-IX

### **Important instructions for E-procurement**

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

You are requested to read the terms & conditions (Annexure- II) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

#### 1. 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 <a href="https://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>

- 1). Vendors are required to register themselves online with  $\underline{www.mstcecommerce.com} \rightarrow$  e-Procurement  $\rightarrow$ Psu / Govt depts $\rightarrow$ Register as Vendor Filling up details and creating own user id and password $\rightarrow$  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 etender).

#### Contact person (Haldia Dock Complex):

1. Mr. S.S.K.Hassan Imam Asstt. Manager(MM) Haldia Dock Complex Ph. No. 03224 264461 Mb. No. 94340 31346  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)
 MSTC Ltd.
 MobileNo: 09330102643
 Landline: 03322901004
 Email-arindam@mstcindia.co.in

Mr. Sabyasachi Mukherjee
 Junior Manager (E-commerce)
 MSTC Ltd.
 Mobile- 07278030407
 Email:
 smukherjee@mstcindia.co.in

# **B) System Requirement:**

- i) Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) 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: <u>sanjibpoddar@mstcindia.co.in</u>, <u>arindam@mstcindia.co.in</u>, <u>rpradhan@mstcindia.co.in</u>, <u>smukherjee@mstcindia.co.in</u>.

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 term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex well in advance and verify completion of transaction in respect of tender fee and EMD.

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.

- 6. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 7. (i) Please note that there is no provision to take out the list of parties downloading the

		tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
	(ii)	No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.
8.	E-te	ender cannot be accessed after the due date and time mentioned in NIT.
9.	Bid	ding in e-tender & Reverse auction:
	a. b.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.  The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.  The bidder(s) who have submitted the above fees can only submit their Techno
	d.	Commercial Bids and Price Bid through internet in MSTC website <a href="https://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →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 en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
	NO	TE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button
	has	been clicked by the bidder.
	a. 	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	C.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter <b>SUPPLIER</b>
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
	g.	No deviation of the terms and conditions of the tender document is acceptable.

		Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10	_	order resulting from this open e-tender shall be governed by the terms and conditions ntioned therein.
11.	No	deviation to the technical and commercial terms & conditions are allowed.
12.		er submitting online bid, the bidder cannot access the tender, once it has been submitted n digital signature.
13.		C has the right to cancel this e-tender or extend the due date of receipt of bid(s) without igning any reason thereof.
14.		e online tender should be submitted strictly as per the terms and conditions and procedures down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15.		e bidders must upload all the documents required as per terms of NIT. Any other document oaded which is not required as per the terms of the NIT shall not be considered.
16.	The	e bid will be evaluated based on the filled-in technical & commercial formats.
17.	furi forf	e documents uploaded by bidder(s) will be scrutinized. In case any of the information hished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be feited. Punitive action including suspension and banning of business can also be taken linst defaulting bidders.
18.		dendum/ corrigendum, if any, to the tender would only be hosted in the website w.mstcecommerce.com www.kolkataporttrust.gov.in and www.cpp portal
19	Due	e date of submission of tender will not be extended under any situation.

# KOLKATA PORT TRUST HALDIA DOCK COMPLEX

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

E-mail **id: psbrahma.hdc@nic.in** Fax No. 03224 263255

# **Commercial Terms & Conditions:**

Annexure -II

Γ	SI.	Terms & Conditions	Response
	No.	Torms & Conditions	Response
L	1.	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also	AGREE
	2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
	3.	Tenders without requisite Earnest Money are liable to be rejected.	AGREE
	4.	Due date of submission of tender will not be extended under any situation.	AGREE
	5.	SCOPE OF WORK  The work comprises of Supply and delivery of LT Motors as per Bill of Quantities and terms & conditions of the instant tender document.	AGREE
	6.	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, May 1993 of Kolkata Port Trust, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
	7.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (MM), Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
	8.	If the bidders find discrepancies or omission or have any doubt as to the meaning or intent of any part thereof, they shall write to Manager (MM) who will send a written explanation to all bidders.	AGREE
	9.	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender. General Conditions of Contract is also available in website <a href="https://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a>	AGREE
	10.	The Trustees also reserve the right to obtain revised commercial bid to the	AGREE

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extent and in areas required from the technically acceptable bidders.

- 11. 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.
- **12.** 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.
- 13. Bidders are advised to visit different sites of P&E Divn., HDC or any Site AGREE Store of P&E Division, HDC and acquaint themselves of conditions prevailing at the site prior to submission of their Bid. Failure to visit the sites and to obtain required information will in no way relieve the successful Bidder of any of his obligations in performing the work in accordance with this Bid Documents within the quoted price.

**14. 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.

#### 15. 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 deviation from the tender terms & conditions.

# 16. <u>EARNEST MONEY & SECURITY DEPOSIT</u>

AGREE

- i) The Earnest Money received will be refunded or released as the case may be to the unsuccessful Bidder without any interest subject to the provisions made in clause above. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit.
- **ii)** The Security Deposit shall be equal to 5% of the basic contract value. Balance Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Nationalised/ Scheduled 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 to be issued by Kolkata/Haldia Branch of any Nationalised/ Scheduled Bank of India in the Trustees' specified Proforma 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'.
- **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.

17 PRICES: AGREE

**Price should be quoted F.O.R upto HDC's store/site at Haldia** i.e. on free delivery basis up to HDC's store/site at Haldia basis.

- i) Price shall be quoted in Indian Rupees (INR)
- ii) 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, HDC including charges for third party pre-dispatch inspection, packing, forwarding, loading, stacking, transportation, unloading, and transit risk and other necessary charges for completion of work as described in the tender document.

- iii) The Bidder shall state clearly the percentage of various Taxes and Duties that will be charged extra over his quoted rates.
- iv) Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any group of 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.
- v) Price(s) to be quoted should remain firm till the goods are delivered and commissioned successfully. 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.
- vi) Please note that KoPT does not provide any concessional Sales Tax Form. Full rate of Sales Tax/ VAT should be quoted.
- vii) GST: Any modification (addition/deletion/alteration including implementation of GST) in taxes or duties in future by the GOI will be addressed separately at the material time. Therefore, the detail tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied, if any on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to modification of taxes or duties. But any recovery due on account of any modification in taxes or duties shall be made by KoPT from the amount payable under the contract.

#### 18. EVALUATION CRITERIA

**AGREE** 

Evaluation will be made on the **lowest landed price (L1)** quoted against each 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.

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.

- **iii)** The bidders, in whose cases ED is applicable, are to confirm the submission of admissible Cenvatable documents. The evaluation of the offer shall be made on the basis of **landed price less Excise Duty** (along with applicable Cess).
- iv) For others, the evaluation shall be made on the total landed price.

# 19. EXCISE DOCUMENT:

**AGREE** 

- i) 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.
- ii) 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.

#### 20. ACCEPTANCE OF PRICE:

**AGREE** 

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

# 21. <u>DELIVERY TIME & PLACE</u>

AGREE

- **21.1** Delivery of the materials must be completed within **120 days** from the date of receipt of purchase order by the supplier.
- 21.2 Materials shall be delivered by the supplier to Store at Coal Berth of P&E Divn., HDC, Haldia, Purba Medinipur, West Bengal, Pin-721 604 or HDC's store/site at Haldia including unloading and stacking at their cost, risk and responsibility.

#### 22. TRANSIT RISK

AGREE

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

#### 23. TERMS OF DELIVERY

AGREE

Delivery time shall be binding on the supplier. If delivery of materials is not made within the stipulated time, the contract/part order may be cancelled at the discretion of trustees. In the event of failure to execute the full or part order trustees reserve the right to take penal action against the supplier such as imposition business banning, delisting from the list of approved suppliers etc.

#### 24. MODE OF DELIVERY

AGREE

The supplier will make arrangement for safe delivery of materials by road including unloading and stacking at H.D.C.'s Store/Site. The responsibility for preventing damage/deterioration to the materials during transit, delivery, unloading and stacking at the designated point shall rest upon the supplier. All transit risk will be to supplier's account.

# 25. <u>DESPATCH ARRANGEMENTS</u>

AGREE

The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Sundays and Holidays. The authorised representative of the suppliers must be present at the time of delivery for jointly noting with the representative of KoPT. The discrepancies, if any, regarding the particulars of materials actually delivered against the challans will be noted. Delivery will not be accepted if not accompanied by authorized representative with

proper delivery challans and other related documents like inspection certificates etc. No lorry shall be permitted to enter the protected area during nighttime. Detention of lorries, if any, will be on supplier's account.

#### 26. LIQUIDATED DAMAGES CLAUSE FOR DELAY IN SUPPLY

**AGREE** 

- i) If the supplier fails to complete the entire supply within the stipulated date or, such the extension thereof as communicated by the Manager (MM), HDC in writing, the supplier shall pay, as compensation (Liquidated Damage) to the Trustees and not as a penalty, @½ % (half percent) of the total basic value of the delayed portion of order for every week delay in supply (part of the week being treated as a full week). Provided always that the amount of such compensation shall not exceed 10% of the basic value of contract. Service tax on LD amount will be levied as applicable (presently @15%).
- **ii)** Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damages as stated above, from any money due or, likely to become due to the supplier. The payment or deduction of such compensation / damages shall not relieve the supplier from his obligation to complete the supply order or, from any of his other obligations or liabilities under the contract. In case of the supplier's failure, and at the absolute discretion of the Manager (Materials Management Division), the work may be ordered to be completed by some other agency at the risk and expense of the supplier, after a minimum three days' notice in writing has been given to the supplier by the Manager or, his representative.

# 27. TEST & INSPECTION:

**AGREE** 

27.1 Pre-despatch inspection [Routine Test & dimensional measurements] as per tender's specification, approved GA Drawing and relevant IS of the Motors shall be done at manufacturer's works by the Trustee's authorized person (Engineer of P&E Division, HDC) before delivery.

All inspection facilities as mentioned above should be provided by successful bidder at his risk, cost & arrangements and any damage occurred during inspection shall be on successful bidders account.

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.

Motors will be inspected after delivery by Engineer of P&E Division at H.D.C.'s Store/Site.

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.

The successful bidder should provide a clear 15 days time for inspection from the date of receipt of inspection offer by HDC i.e. notice period of 15 days is required for carrying out inspection.

#### 27.2 DESPARCH CLEARANCE:

The copies of test and inspection reports are to be sent to Manager (MM), HDC before despatch for examination and clearance by P&E Division, HDC. On receipt of despatch clearance, materials will be despatched.

28. PACKING: AGREE

Suppliers shall be responsible for proper packing and delivery of materials in good condition. Materials shall be packed properly in strong wooden drum by the supplier at his own cost for protection against damage, loss, breakage etc. in transit as well as at site.

#### 29. REJECTION OF MATERIALS

AGREE

Notwithstanding the inspection and passing of samples as per clause no. 33, any material found to be defective in quality and not conforming to the relevant specification, shall be liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Stores, H.D.C. within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove. Such materials within a reasonable time, the Trustees shall have the right to dispose of the same and the Supplier shall have no claim against the Trustees in respect of the said rejected materials.

30. **PERMITS** AGREE

The successful Bidder shall have to obtain dock permits from the office of the Sr. Dy. 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 to the Bidder against receipt of proper application for the same during normal working hours on any working day. Cost of obtaining such permits shall have to be borne by the successful bidder.

31. PAYMENT AGREE

90% payment will be made within 30 (thirty) days of receipt of materials in good condition with inspection certificate and satisfactory acceptance of the same by the authorized officer of P&E Division, HDC at site/store. Balance 10% payment will be made after 90 days from the date of acceptance of materials at HDC's site/store.

The bills should be submitted in quadruplicate to Manager (MM)'s Office at Jawahar Tower along with inspection certificate, test report, guarantee certificate, original receipted challan duly signed under office seal by the authorized officer of P&E Division, HDC at site/store and other necessary documents.

Payments shall be made through ECS/NEFT/RTGS mechanism at all centers where such facilities are available in the bank, for which account number, name & address of bank, branch name & code, IFSC code etc. are to be mentioned by the supplier in the bill.

#### 32. GUARANTEE PERIOD

**AGREE** 

The materials, with all accessories and attachments, shall have to be guaranteed by the supplier against 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 supplier at their own cost , risk and arrangement.

Guarantee Certificate of materials will be supplied by the supplier at the time of delivery of materials.

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#### 33. FORCE MAJEURE

AGREE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other Party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties The Term 'FORCE MAJEURE' as employed herein shall mean acts of God, Earthquake, Floods and Hurricane / Cyclone, War, Revolution, Riot, Fire, Strike excluding Strike by the employees of the Supplier or their Sub-contractors. Upon the occurrence of such cause the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning thereof giving full particulars and the satisfactory evidence in support of its claim.

# 34. WORKMEN COMPENSATION

AGREE

The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

# 35. JURISDICTION OF COURT

AGREE

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

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

#### 37. PERSONAL PROTECTIVE EQUIPMENT (PPE)

AGREE

Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply of materials inside the Dock premises

# 38. RISK PURCHASE

AGREE

- i) If delivery of materials is not made within the time undertaken, the contract may be cancelled without notice. Two consecutive failures to supply within time will entail removal of Tenderer's Name from the Approved List of Suppliers.
- ii) In case of default in supply or failure to deliver as per correct specification or approved Quality within the Time stipulated, Trustees are entitled to purchase from other source at the risk, cost and expenses of the supplier (successful tenderer) of the whole or any portion of the supply remaining undelivered or unapproved. In case of risk purchase, extra cost will have to borne by the defaulting supplier.
- **iii)** In the event of any rejection of materials at the time of Periodical Testing, the Rejected materials shall have to be collected from the Trustees' Stores, H.D.C. within a fortnight from the date of receipt of intimation from HDC and the same has to be replaced immediately. If the Bidder fails to remove the rejected materials, the Trustees shall have the right to dispose of the same and the Supplier shall have no claim against the Trustees in respect of the said rejected materials. In case of failure to arrange for replacement of rejected materials, Trustees are entitled to purchase from another source at the risk, cost and expenses of the supplier of the whole or any portion of the replacement supply.

# Documents to be downloaded ,filled up, signed, scanned and uploaded in his letter head

Tender for supply and delivery of LT Motors to Haldia Dock Complex.

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

# [BIDDERS NOT TO QUOTE PRICE HERE]

# TECHNO COMMERCIAL BID (Part-I)

SI. No.	I tem Code	Description & Specification	Quantity (in Nos.)	If your offer exactly match to our tender specifications write 'yes' otherwise write 'No' & specify Make/Brand.
1	23150065	Squirrel Cage Induction Motor, Phase: 3, Out put Rating: 7.5 /3.75 KW Supply Voltage: 415 V ± 10 % AC, Supply Frequency: 50 Hz ± 5 %, RPM: 970/410, No of pole: 6/12, Duty: S1, Frame Size: 180 L Shaft Diameter: 48 mm, Both side shaft extensions for installation of thruster brake. Connection: Star /Delta Insulation Class: F, Enclosure: TEFC, Protection class: IP55, Mounting: B-3. Ambient Temperature: 45° C, Temperature rise restricted to class B, Rotation: Bi-directional, Single stud should be provided for each phase at the terminal box. Position of terminal box should be at the right side of the motor from the driving end for three motors and left hand side for the other three motors. Motor should generally conform to IS: 325 or latest amendment if any. Application of the motors: Long Travel operation of Stacker Cum Reclaimer at Ore & Coal Handling Plant.	06	

# Documents to be downloaded ,filled up, signed, scanned and uploaded in his letter head

Tender for supply and delivery of LT Motors to Haldia Dock Complex.

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

# [BIDDERS NOT TO QUOTE PRICE HERE]

# TECHNO COMMERCIAL BID (Part-I)

SI. No.	Item Code	Description & Specification	Quantity (in Nos.)	If your offer exactly match to our tender specifications write 'yes' otherwise write 'No' & specify Make/Brand.
2	23150081	Squirrel Cage Induction Motor, Phase: 3, Out put Rating: 22 KW / 30 H.P. Supply Voltage: 415 V ± 10 % AC, Supply Frequency: 50 Hz ± 5 %, RPM: 1460 Insulation Class: F, Duty: S1, Ambient Temperature: 45° C, Temperature rise restricted to class B, Connection: Delta Enclosure: TEFC, Protection class: IP55, Type: HXP 180 MLB 4, Flange Mounting Type. Motor should generally conform to IS: 325 or latest amendment if any. The standard dimension of the Motor would be identical of the existing motor as per enclosed annexure: 'B'. The Terminal box of the motor would be top of the motor. Application of the motor: Operation of Hydraulic Pump of Hoist / Lower operation of Coal Stacker Cum Reclaimer.	01	

# **ANNEXURE-B**

# Document to be downloaded ,filled up, signed, scanned and uploaded in his letter head

<u>Dimensions of existing 3-phase sq. case induction motor of C/S/R1 H+ oist/Lower Drive.</u>

# Specification of the existing motor:

KW-22 Type- H X P 180 ML B4 HP-30 Amb-40°C Volt- 415 ±10% Connection-A Brg-DE 6310 Сз Amps-42 HZ-50 NDE-6309 C<sub>3</sub> RPM-1460 Make-ABB Insulation -F Duty-S1 SI. No.-734119 IP-55, IS 325 Base cum Flange Mounting

	FOOT FIXING											<u>0\</u>	/ER A	<u>LL</u>			
Frame/Type	А	В	B1	С	H TOL	AA	AB	ВА	BB	K TOL	AD	AC	L	LE	HD	Motor wt. (Kgs.)	A1
HXP 180 MLB4	279	N/A	279	98	180	55	320	N/A	323	12	N/A	352	740	260	N/A		20

D END SHAFT EXTENSION AND KEY								FL	ANGE	FIXI	NG	
D TOL	E	ED	F TOL	GD	G	Υ	М	N	Р	S	Т	LA
				TOL			TOL	TOL				
48	185	95	14	9	42	16 x	300	218	350	19	8	27
						45						

Note: N/A- Not applicable.

All dimensions are in mm.

#### 1.Pre-Qualification Criteria of Tenderers:

Following 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 as Credential for supply of Electric Motor for cumulative value of ₹ 3.82 Lakhs (Minimum), all inclusive, during preceding 5 years ending on 31.01.2017, 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. Average annual financial turn over during the last 3 (three) financial years should be at least Rs. 1.91 Lakhs (Rupees one Lakh ninety one thousand only). Audited balance sheet and Profit & Loss account for the last 3 (three) financial years are to be submitted. If due dates (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.

In case of the bidder is unable to submit audited accounts of last financial year (in case of tender opening date falling after June), due to non – completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the previous year.

- 3. VAT Registration Certificate or CST Registration Certification (TIN).
- 4. Up-to-date Profession Tax payment challan, if applicable.
- 5. Excise Registration certificate, if applicable.
- 6. Valid Dealership/Distributorship/ Stockistship Certificate from their Manufacturer.
- 7. Valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.

# To be downloaded ,filled up, signed, sealed, scanned and uploaded in bidder's letterhead.

#### **DECLARATION OF THE BIDDER**

Manager (MM Division) Haldia Dock Complex

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

I / We have deposited Requisite Earnest Money.

OR

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

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

Date : Place :

Name : _	Signature of Tenderer wi	
Address: _		
Phone No	o & Fax No :	
E-Mail ID:		

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# To be downloaded ,filled up, signed, sealed, scanned and uploaded in bidder's letterhead.

**ANNEXURE-VI** 

# **BIDDER'S INFORMATION**

HDC/ MM/ OT-40/ 23/221

# Manager (MM), Haldia Dock Complex

Tender No.

Name of work/Item Description:	Tender for supply and delivery of LT Motors 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)? Is the Company meeting the pre-qualifying criteria mentioned	Yes / No Yes / No				
in the NIT?  Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.	Yes / No				
Are you MANUFACTURERS / uthorized dealers/ uthorized stockists/ suppliers for the tendered materials? Please indicate your status.					

- (a) I / We hereby declare that I / We have not been banned or, de-listed by any Government or Quasi-Government Agency or Public Sector Unit.
- (b) I / We hereby enclose the details of any banned / de-listed imposed on my / our agency by any Govt. / Quasi Govt. Agency or, PSU.

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

I / We agree to upload the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Pre-qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC, our tender shall be liable for rejection.

# **ANNEXURE-VII**

# To be downloaded ,filled up, signed, sealed, scanned and uploaded in bidder's letterhead.

TO INDICATE THE FOLLOWING DETAILS OF STATUTORY LEVIES: -

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

**Signature of Tenderer with Office Seal** 

# **ANNEXURE-VIII**

# THE FOLLOWING DOCUMENTS ARE TO BE UPLOADED DULY SIGNED AND SEALED.

SL.	DOCUMENTS	ANNEXURE
NO.		
1	Photo copy of Credential as per pre qualification Criteria cl. no. 1	IV
2	Photo copy of Audited balance sheet and Profit & Loss account as per pre qualification Criteria cl. no. 2	
3	Photo copy of VAT Registration Certificate or CST Registration Certification (TIN) as per pre qualification Criteria cl. no.3	IV
4	Photo copy of Up-to-date Professional tax payment challan as per pre qualification Criteria cl. no.4	IV
5	Photo copy of Excise Registration certificate, if any as per pre qualification Criteria cl. no.5.	IV
6	Photo copy of Valid Certificate from Manufacturer or their Authorized Dealer/Distributor/Stockist as per pre qualification Criteria cl. no.6.	IV
7	Photo copy of Valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate as per pre qualification Criteria cl. no.7.	IV
8	Declaration of the Bidder in Bidder's Letter head	V
9	Bidder's Information in Bidder's Letter head	VI
10	Details of Statutory Levies in Bidder's Letter head	VII

Signature of Tenderer with Office Seal

# PART-II

# PRICED BILL OF QUANTITIES

Tender for supply and delivery of LT Motors to Haldia Dock Complex.

**TENDER No.:** HDC/ MM/ OT-40/ 23/221

# [BIDDERS NOT TO QUOTE HERE]

Item No.	Description	Basic Cost of materials as per offer	(%) of Excise duty & cess	Cost of materials after Excise duty and cess	(%) of other charges on Basic Cost	(%) of VAT/CST	Landed Cost of materials after all other charges F	Calculation of Evaluated Cost
		(Rs /unit)	(%)	(Rs /unit)	(%)	(%)	(Rs /unit)	(Rs /unit)
		а	b	c=a+a*b/100	d	е	F=c+a*d/100 + ( c+a*d/100)*e/100	G= F-b
1.	Squirrel Cage Induction Motor, Phase: 3, Out put Rating: 7.5 /3.75 KW Details mentioned in BOQ Item no.1 in Annexure-III							
2.	Squirrel Cage Induction Motor, Phase: 3, Out put Rating: 22 KW / 30 H.P. Details mentioned in BOQ Item no.2 in Annexure-III							