

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

E-Tender Notice

E-Tender No. KoPT/Haldia Dock Complex/MM Div/47/16-17/ET/558 for Supply and Delivery of different types of Hand Operated Chain Pulley Blocks to Haldia Dock complex.

Bidder can submit bid online through MSTC's e-portal www.mstcecommerce.com within 09.03.2017 up to 15.00 Hrs (IST), beyond which no bid can be submitted.

Tender document and other details can also be viewed and downloaded from www.kolkataporttrust.gov.in & www.eprocure.gov.in. Offline submission of tender is not acceptable. Corrigendum / addendum, if any, will be posted in the aforesaid websites only and no separate press advertisement shall be made.

Tenderers should regularly visit websites.

**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. 264416/264496, FAX :03224-263255
E-mail id: esingh.hdc@nic.in / psbrahma.hdc@nic.in

E-Tender under single stage **two part** system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced manufacturers / authorized dealers/authorized distributor/authorized stockists/any suppliers for supply and delivery of different types of Hand Operated Chain Pulley Blocks (as per tender BOQ) to Haldia Dock Complex.

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

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

SCHEDULE OF TENDER (SOT) :

a.	TENDER NO.	HDC / MM / OT-31/31/34
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/MM Div/47/16-17/ET/558
d.	Date of NIT available to parties to download	16.02.2017
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 ₹ 3,000.00 (Rupees three thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account is appended hereunder. a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch, b) Account No.: 1604050000310, c) IFS Code: UTBI0HDCF75. Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.

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		<p><i>Tenderers should deposit Earnest Money before filling and submission of bids.</i></p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/MM Div/47/16-17/ET/558</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
ii)	Bid Document fee	<p>The intending bidders should submit the tender cost of <input type="checkbox"/> 200/- (Rupees Two hundred only) (non-refundable) as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected.</p> <p>Tenderers should deposit bid document fee before filling and submission of bids.</p> <p>Details of Tender Cost remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/MM Div/47/16-17/ET/558</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
iii)	Transaction Fee	<p><input type="checkbox"/> 336.00 inclusive all .Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)</p>
h.	<p>Last date of submission of EMD & Bid Document fee at HDC.</p> <p>Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited,Kolkata.</p>	<p>09.03.2017 up to 15:00 HRS</p> <p>Three working days before the last date of <u>closing of online bidding for the e-tender.</u></p>
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	16.02.2017 up to 11:00 HRS
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	09.03.2017 up to 15:00 HRS
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	09.03.2017 up to 15:30 HRS

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Important instructions for E-procurement

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

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

1. **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 possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

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

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → Psu / Govt depts → Register as Vendor Filling up details and creating own user id and password → Submit.

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

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

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

Contact person (Haldia Dock Complex):

1. Mr. E. Singh. Asstt. Manager(MM) Haldia Dock Complex Ph. No. 03224 264416 Mb. No. 9434031208	2. Mr. P.S. Brahma Manager(MM) Haldia Dock Complex Ph. No. 03224 264496 Mb. No.94340 63229
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Contact person (MSTC Ltd):

1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MSTC Ltd. MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in	2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) MSTC Ltd. Mobile- 07278030407 Email: smukherjee@mstcindia.co.in
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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

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2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><u>Special Note towards Transaction fee:</u> PAYMENT of Transaction fee by RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch</p> <p>Account Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</p> <p>“The vendors shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
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).

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7.	(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
	(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<u>Bidding in e-tender & Reverse auction:</u>
a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
d.	The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
NOTE: - 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 SUPPLIER
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

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f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
21	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22	Copy of valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23	Due date of submission of tender will not be extended under any situation.



**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the M. M. Division, Jawahar Tower, 2nd Floor,
P.O.: -Haldia Township, Dist.: East Midnapore.
E-mail id: psbrahma.hdc@nic.in / esingh.hdc@nic.in
Fax No. 03224 263255

Commercial Terms & Conditions :

Annexure -II

Sl. No.	Terms & Conditions	Response
1.	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate.	AGREE
4.	i) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. ii) When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. iii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.	AGREE
5.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.	AGREE
6.	Tenders without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
7.	Due date of submission of tender will not be extended under any situation.	AGREE
8.	<u>SCOPE OF WORK</u> The work comprises of supply and delivery of different types of Hand Operated Chain Pulley Blocks (as per tender BOQ) at the Central Store of Haldia Dock Complex or as per the direction of Manager (MM) or his representative.	AGREE

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Commercial Terms & Conditions :

Annexure -II

9. The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires. AGREE
10. The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (MM), Haldia Dock Complex, thereon shall be final and binding upon all parties. AGREE
11. The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender. General Conditions of Contract is also available at HDC's website (www.haldiadock.gov.in). AGREE
12. The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders. AGREE
13. The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof. AGREE
14. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
15. Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding. AGREE
16. Bidders are advised to visit the site / stores Central 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. AGREE
17. **VALIDITY** AGREE
The tender shall remain open for acceptance for a period of **120 days** from the date of opening of the same.
If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
18. **NON- RESPONSIVE BIDDER** AGREE
The offer/tender shall be treated as non-responsive, if :
i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.
ii) Offer / tender is submitted with any deviation from the tender terms & conditions.

Commercial Terms & Conditions :

Annexure -II

19. EARNEST MONEY AND SECURITY DEPOSIT

AGREE

i) The Earnest Money received will be refunded or released as the case may be to the unsuccessful Bidder without any interest subject to the provisions made in clause above. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit

ii) The Security Deposit shall be equal to 5% of the basic contract value. Balance Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalised Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia, by the successful Bidder within 30 days from the date of placement of order. Failing this, the Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money. The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period

iii) If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled/ Nationalized Bank of India from Kolkata / Haldia Branch in lieu of Security Deposit. The Bank Guarantee shall have to be valid for at least 13 months from the date of last supply & acceptance of materials.

iv) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.

20. PRICING OF BIDS

AGREE

i) Price should be quoted F.O.R HDC's site/store at Haldia including charges for packing, forwarding, loading, stacking, transportation, unloading, and transit risk, necessary for the complete services as described in the documents i.e. on free delivery basis upto HDC's site/store at Haldia .

ii) The Bidder shall state clearly the percentage of various Taxes and surcharge that will be charged extra over his quoted rates.

iii) Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any item that, in the event of part order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire supply of goods is completed.

iv) 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.

v) Any modification (addition /deletion /alteration including implementation of GST) in taxes or duties in future by the GOI after due date of submission of this tender will be addressed separately at the material time. Therefore the detailed 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 subsequently, 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 subsequent modification of taxes or duties. But any recovery due on account of any subsequent modification in taxes or duties shall be assessed by HDC without any reference to the contractor and shall be made by HDC from the amount payable under the contract.

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

AGREE

Commercial Terms & Conditions :

Annexure -II

22. EVALUATION CRITERIA

AGREE

i) Evaluation will be made on the minimum rate quoted against individual items among the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

ii) In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.

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

iv) For others, the evaluation shall be made on the quoted price.

23. CENVAT CRITERIA:

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 Cenvatable documents (Excise Invoice), payment will be made after deducting ED with appropriate cess.

24. PAYMENT :

AGREE

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.

Payment will be made against supplier's clear bill within 30(thirty) days of receipt of satisfactory acceptance of materials at central store/ site. Payments shall be credited to supplier's bank account through NEFT/RTGS mechanism at all centers where such facilities are available in the bank. Accordingly bidders are requested to submit their bank Account No with the name and address of the bank along with the branch name account no. and IFS code number in the bill.

Commercial Terms & Conditions :

Annexure -II

25. TIME OF COMPLETION AND DELIVERY :

AGREE

Delivery of the materials must be completed within 90(ninety) days from the date of receipt of order by the supplier.

Materials shall be delivered by the supplier to HDC's site/store at Haldia at their cost, risk and responsibility. Delivery of material will be accepted on working days only i.e. excluding Saturday, Sunday and Holidays.

In case way bill is required to deliver the material, a 12 days time should be provided by supplier for issuance of way bill by Haldia Dock Complex. The supplier should submit a request letter along with the proforma invoice for issue of way bill by Haldia Dock Complex.

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.

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.

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 should be present at the time of delivery.

26. DESPATCH ARRANGEMENTS

AGREE

The supplier shall be fully responsible for any transit loss or damage to the materials.

The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Saturday, Sundays and Port Holidays. The authorized representative of the suppliers should 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 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.

Commercial Terms & Conditions :

Annexure -II

27.0 INSPECTION & TESTING

AGREE

- 27.1 Inspection will be carried out either at successful bidder's premises before delivery of materials by authorized representative of P & E Division of HDC or at site store by authorized representative of P & E Division of HDC based on supplier's Guarantee Certificate & Manufacturer's Test Certificate & certificate from "Competent Person" of Dock Safety in Form-'V'. The place of inspection i.e. site store or successful bidder's premises is the discretion of Sr. Dy. Manager(P&E) . The successful bidder should offer all facilities for inspection to the HDC's inspector at their own cost and arrangement as and when required. The successful tenderer should provide a clear 15 days time, 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 Manufacturer's Test Certificate(s) & certificate from "Competent Person" of Dock Safety in Form-'V', under Regulation 48 of Dock Workers (Safety, Health and Welfare) Regulations, 1990 must be produced at the time of inspection of the materials.
- 27.3 The materials to be supplied by the supplier should strictly conform to the laid down specification of tender / order. If required, samples from the supplies may be drawn and the same will be tested by Trustee's 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.
- 27.4 **Certification of Test and Examination :**

Certification of Test and Examination are to be done as per clause 10.2 of the IS:3832:2005 (with latest amendment, if any). The test results shall be recorded at the manufacturer's works and shall be available for inspection by the Sr.Dy. Manager (P&E) or his Authorized Representative at the manufacturer's works. A certificate of test and examinations shall be issued with every consignment of chain pulley blocks, giving the following information for each one

- a) Safe working load
- b) Distinguishing mark
- c) Description
- d) Range of lift
- e) Load Chain Size and grade
- f) Number Tested and
- g) Operational Proof load applied.

A copy of the certificate of test shall be produced to the inspector.

Contd. Next page

Commercial Terms & Conditions :

Annexure -II

28. REJECTION OF MATERIALS

AGREE

Notwithstanding the inspection and passing of materials by Trustees' authorized person (representative of P&E 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 P&E division), 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' 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.

29. GUARANTEE PERIOD

AGREE

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 delivery & acceptance, 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.

30.1 CERTIFICATES:

AGREE

1. Guarantee Certificate of the supplier is to be submitted at the time supply of materials.
2. Manufacturer's Test Certificate(s) must be produced at the time of inspection of materials and the same shall be supplied along with supply.
3. Each and every Chain Pulley Blocks shall be tested and certified by "Competent Persn" of Dock Safety in Form-'V', under Regulation 48 of Dock Workers (Safety, Health and Welfare) Regulations, 1990. The certificate(s). In this regard, must be produced at the time of inspection of the materials and the same shall be supplied along with supply.

30.2 MARKING:

AGREE

Marking is to be done as per clause 11 of the IS: 3832:2005 (with latest amendment, if any).

31. TRANSIT RISK :

AGREE

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

32. PERMITS :

AGREE

The successful Bidder shall have to obtain dock permits from the office of the Manager (MM), HDC at Chiranjibpur or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued free of cost to the Bidder against receipt of proper application for the same during normal working hours on any working day.

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Commercial Terms & Conditions :

Annexure -II

33. LIQUIDATED DAMAGES

AGREE

If the successful bidder (supplier) fails to complete the entire supply within the stipulated date or, such the extension thereof as communicated by the Manager (Materials Management Division) in writing, the supplier shall pay, as compensation (Liquidated Damage) to the Trustees and not as a penalty, @½ % (half percent) of the total basic value of the delayed portion of part order for every week delay in supply (part of the week being treated as a full week). Provided always that the amount of such compensation shall not exceed 10% of the total basic value of the part order.

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.

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

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. 15 days time for inspection from the date of receipt of supplier's inspection call letter.
2. 12 days time from the date of receipt of supplier's waybill request letter by HDC to the date of receipt of Waybill by the supplier from HDC.

34. RISK PURCHASE :

AGREE

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

35. 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

36. FORCE MAJEURE

AGREE

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

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Commercial Terms & Conditions :

Annexure -II

37. PACKING OF MATERIALS :

AGREE

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

38. JURISDICTION OF COURT

AGREE

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

39. 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.

40. PERSONAL PROTECTIVE EQUIPMENT (PPE)

AGREE

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

Annexure-III

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

**Tender for supply and delivery of different types of Hand Operated Chain Pulley Blocks to
Haldia Dock Complex.**

BILL OF QUANTITIES (UN-PRICED BID)

[BIDDERS NOT TO QUOTE HERE]

SPECIFICATION FOR ITEMS

Hand Operated Chain Pulley Blocks Conforming To IS: 3832: 2005 (With Latest Amendments, If Any) With ISI Marking, Manufacturing Test & Dock Labour Certificate Etc.

- a) Tripple Spur Gear Type
- b) Type of suspension = Hook
- c) Bearings = Plain or Roller type

The design of the component parts of the hoist shall include due allowance for the effects of the duty which the mechanism will perform in service and shall be in accordance with requirement of

I) Duty Factor and Life of Mechanism

- a) Mechanism Class - 4
- b) Duty Factor : Strength-1.4
Wear-0.7

II) Safe Working Load of Chain Blocks

- a) Classification – M1
- b) % Working Load Limit - 100

BOQ Item No.	Description of Items			Qty. (in Nos)	Offered Specification (If specification is same please write "Yes" & "Make/Brand") (No other specification will be accepted)
	Capacity (SWL) (In MT)	Lift (in m)	Nos. of Falls		
1	0.5	3	1	6	
2	3	5	1	2	
3	0.5	3	1	3	
4	1	3	1	2	
5	2	5	1	2	
6	2	10	1	1	
7	2	15	1	2	
8	3	5	2	3	
9	3	10	2	2	
10	5	5	2	5	
11	10	10	4	2	
12	10	5	4	3	

Signature of Tenderer with Office Seal

contd. next page

Documents to be downloaded ,filled up, signed, scanned and uploaded**1.Pre-Qualification Criteria of Tenderers:**

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

1.The prospective bidder(s) should submit **credential for supply of Chain Pulley Blocks/ Bull dog grips / Thimbles /Wire rope slings or any type of lifting tools & tackles for a cumulative amount of ₹ 3,51,000.00 (Rupees three lakh fifty one thousand only) minimum** in any number of orders, during last 5 (five) years, to Govt., PSU or Public / Private organization which should be substantiated by producing **PURCHASE ORDER** copy along with any one or more of the following documents :

- i) **Receipted Challan,**
- ii) **Certificate of Execution,**
- iii) **GRN,**
- iv) **Excise Invoice,**
- v) **Tax Invoice,**
- vi) **Consignment Note.**

etc. as a proof of supply.

The aforesaid documents are to be submitted as per following format with separate page.

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

2. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turn over during the above mentioned period should be at least **₹1,75,500.00 (Rupees one lakh seventy five thousand five hundred only)**. If due dates (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.

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

3. VAT Registration Certificate or CST Registration Certification (TIN)

4. Up-to-date Professional tax payment challan

5. Excise Registration certificate, if any

6. Copy of valid BIS License for IS:3832:2005 (with latest amendment, if any) should be submitted by the participating bidder

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

DECLARATION OF THE BIDDER

Manager (MM Division)
Haldia Dock Complex

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

I / We have deposited Requisite Earnest Money.

OR

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

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

Date :
Place :

Signature of Tenderer with Office Seal

Name : _____

Address: _____

Phone No & Fax No : _____

E-Mail ID: _____

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

ANNEXURE-VI

BIDDER'S INFORMATION

Manager (MM),
Haldia Dock Complex

Tender No.

HDC / MM / OT-31/31/34

Name of work/Item Description:

**Tender for supply and delivery of
different types of Hand Operated Chain
Pulley Blocks to Haldia Dock Complex.**

Name of the Company:

Address:

Contact Person Name:

Phone:

Fax:

E-Mail Address:

Have you studied the Pre-Qualification requirement of the
selected tender?

Yes / No

Is the company having Copy of VAT Registration Certificate /
CST Registration Certificate (TIN)?

Yes / No

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

Yes / No

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

Yes / No

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

Yes / No

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

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

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

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

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

Signature of Tenderer with Office Seal

ANNEXURE-VII

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

TO INDICATE THE FOLLOWING DETAILS OF STATUTORY LEVIES:-

SL. NO.	TARIFF HEAD	WHETHER APPLICABLE (GIVE TICK MARK)	
		If YES, Indicate applicable percentage (%)	If NO, Please mark (X)
1.	Excise Duty		
2.	CST		
3.	VAT		
4.	Any other levies if applicable		

Signature of Tenderer with Office Seal

PART-II

ANNEXURE-VIII

PRICED BILL OF QUANTITIES

**Tender for supply and delivery of different types of Hand Operated Chain Pulley Blocks to Haldia Dock Complex.
[BIDDERS NOT TO QUOTE HERE]**

BOQ Item No.	Description of Item			Quantity (In Nos)	Unit	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis (Rs /unit) a	(%) of Excise Duty (%) b	(%) of Central Sales Tax OR VAT (%) c	Any other levies if applicable (Rs /unit) d	Calculation of Landed Cost (Rs /unit) e=a+a*b/100+ (a+a*b/100)*c/100+d	Calculation of Evaluated Cost (Rs /unit) f= e - b
	Capacity (SWL) (In MT)	Lift (in m)	Nos. of Falls								
	<p><u>SPECIFICATIOINS FOR ITEMS</u></p> <p>Hand Operated Chain Pulley Blocks Conforming To IS: 3832: 2005 (With Latest Amendments, If Any) With ISI Marking, Manufacturing Test & Dock Labour Certificate Etc.</p> <p>a) Tripple Spur Gear Type b) Type of suspension = Hook c) Bearings = Plain or Roller type</p> <p>The design of the component parts of the hoist shall include due allowance for the effects of the duty which the mechanism will perform in service and shall be in accordance with requirement of</p> <p>I)Duty Factor and Life on Mechanism a) Mechanism Class - 4 b) Duty Factor : Strength-1.4 Wear-0.7</p> <p>II) Safe Working Load of Chain Blocks a) Classificatioin – M1 b) % Working Load Limit - 100</p>										
1	0.5	3	1	6							
2	3	5	1	2							
3	0.5	3	1	3							
4	1	3	1	2							
5	2	5	1	2							
6	2	10	1	1							

PART-II

ANNEXURE-VIII

PRICED BILL OF QUANTITIES

Tender for supply and delivery of different types of Hand Operated Chain Pulley Blocks to Haldia Dock Complex.
[BIDDERS NOT TO QUOTE HERE]

BOQ Item No.	Description of Item			Quantity (In Nos)	Unit	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis (Rs /unit) a	(%) of Excise Duty (%) b	(%) of Central Sales Tax OR VAT (%) c	Any other levies if applicable (Rs /unit) d	Calculation of Landed Cost (Rs /unit) $e=a+a*b/100+(a+a*b/100)*c/100+d$	Calculation of Evaluated Cost (Rs /unit) $f= e - b$
	<u>SPECIFICATIOINS FOR ITEMS</u> Hand Operated Chain Pulley Blocks Conforming To IS: 3832: 2005 (With Latest Amendments, If Any) With ISI Marking, Manufacturing Test & Dock Labour Certificate Etc. a) Tripple Spur Gear Type b) Type of suspension = Hook c) Bearings = Plain or Roller type The design of the component parts of the hoist shall include due allowance for the effects of the duty which the mechanism will perform in service and shall be in accordance with requirement of I)Duty Factor and Life of Mechanism a) Mechanism Class - 4 b) Duty Factor : Strength-1.4 Wear-0.7 II) Safe Working Load of Chain Blocks a) Classification – M1 b) % Working Load Limit - 100										
	Capacity (SWL) (In MT)	Lift (in m)	Nos. of Falls								
7	2	15	1	2							
8	3	5	2	3							
9	3	10	2	2							
10	5	5	2	5							
11	10	10	4	2							
12	10	5	4	3							