

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Plant and Equipment Division

TENDER NOTICE

[Tender No. : SDM(P&E)T/08/2016-2017]

Sealed bids under **single stage two part system** [Part I: **Pre-qualification & Techno-commercial Bid** and Part II: **Price Bid**] are invited from the intending bidders, fulfilling “**Minimum Eligibility Criteria (MEC)**” and “ **Other Pre-qualification Criteria**” , indicated at **Clause Nos. 1.1 & 1.2** respectively, for “**Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.**”

1.1. MINIMUM ELIGIBILITY CRITERIA (MEC):

The intending Bidder should be a **supplier of engineering materials.**

The total value of such supply should not be less than **₹ 78,000.00** (without Tax), against various contracts, during the last two (2) years ending on January 31, 2017 [i.e. date of supply should be any date between February 01, 2015 to January 31, 2017, both dates included].

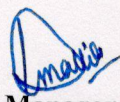
1.2. Other Pre-qualification Criteria:

1.2.1. The intending Bidder should have –

- a) **Valid Profession Tax Clearance Certificate (PTCC) or Up-to-date Profession Tax payment challan**, if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
- b) **VAT Registration Certificate / Sales Tax Registration Certificate**, if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
- c) **Valid Trade licence or Trade Certificate of Enlistment or Certificate of Incorporation or Certificate of Registration or proof of Nationality of any country.**

1.2.2. Micro & Small Enterprises (MSEs) registered with **National Small Industries Corporation (NSIC)** [under single point registration scheme] should have **Valid NSIC certificate** and **DIC (District Industries Centre) Certificate**, to get benefit in this regard.

1.2.3. Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs should have documentary evidences, to get benefit in this regard.

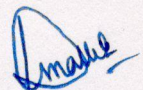

for **Sr. Dy. Manager (P&E)**
Haldia Dock Complex
Kolkata Port Trust
February 22, 2017

डि. मल्लिक/D. MALLIK
उप प्रबंधक (पी एंड ई)
Dy. Manager (P. & E)
हल्लिया गोदि परिसर
HALDIA DOCK COMPLEX
कोलकाता पोर्ट ट्रस्ट
KOLKATA PORT TRUST

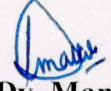
SCHEDULE OF TENDER (SOT)

[Tender No. : SDM(P&E)T/08/2016-2017]

2.1.	Work Title	::	Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.
2.2.	Estimated Cost	::	₹ 1,56,000.00 [without Tax]
2.3.	Tender Inviting Authority (TIA)	::	<p>Senior Deputy Manager Plant and Equipment Division ; Haldia Dock Complex ; Kolkata Port Trust.</p> <p>Address: Operational Administrative Building (1st floor) ; Chiranjibpur; P.O.: Haldia; Dist.: Purba Medinipur ; PIN: -721604 West Bengal, India.</p> <p>Telephone no. : + 91-3224-252713 Mobile no. : +91-9434062312 Fax no. : +91-3224 -252135 E. mail : koushikm@kopt.in</p>
2.4.	Reference Tender No.	::	SDM(P&E)T/08/2016-2017
2.5.	Availability of the Bidding Document	::	<p>The complete Bidding Document and Corrigenda, Addenda, if any, would be available in the following websites:-</p> <p>i) http://eprocure.gov.in/cppp/ of Central Public Procurement Portal. ii) http://www.kolkataporttrust.gov.in/ of Kolkata Port Trust.</p> <p>The intending bidders shall have to download the Bidding Document from the aforesaid websites, for submitting their bids.</p> <p>Downloading of bidding document shall be carried out strictly as provided in the above mentioned websites.</p> <p>No editing, addition / deletion of matter shall be permitted. If such action is observed at any stage, such bids / offers are liable for outright rejection.</p>


for Sr. Dy. Manager (P&E)
February 20, 2017
उप प्रबंधक (पी एंड ई)
Dy. Manager (P. & E)
हल्दिया गोदि परिसर
HALDIA DOCK COMPLEX
कोलकाता पोर्ट ट्रस्ट
KOLKATA PORT TRUST

2.6.	Mode of Tender	::	Tenders / Bids should be submitted in sealed covers , by post or by courier or by hand. <i>Bidders shall not have option of submitting their bids electronically.</i>
2.7.	i) Bid Document Fee	::	The intending bidders should deposit Bid Document Fee of ₹ 100.00 (Indian Rupees: One hundred) only [non-refundable] , before the last date & time for submission of bid (or any extension thereof), as per the procedure given in the instant Bidding Document [Reference: ITB Clause No. 3.3]. However, exemption for Micro & Small Enterprises (MSEs) would be applicable, in line with relevant clauses of the Bidding Document.
	ii) Earnest Money Deposit (EMD)	::	The intending bidders should deposit separately Earnest Money of ₹ 1,000.00 (Indian Rupees: One thousand) only , before the last date & time for submission of bid (or any extension thereof), as per the procedure given in the instant Bidding Documents [Reference: ITB Clause No. 3.3]. However, exemption for Micro & Small Enterprises (MSEs) would be applicable, in line with relevant clauses of the Bidding Document.
2.8.	i) Closing date & time for submission of Bid [Pre-qualification & Techno-commercial Bid and Price Bid]	::	02.03.2017 upto 14:30 Hrs (IST)
	ii) Date & time of opening of Part-I [Pre-qualification & Techno-commercial Bid].	::	02.03.2017, 15:00 Hrs. (IST) onwards.
	iii) Date & time of opening of Part-II [Price Bid].	::	Shall be informed to the bidders , who would qualify in the "Pre-qualification & Techno-commercial Bid".


 for **Sr. Dy. Manager (P&E)**
February 22, 2017
 डि. मल्लिक/D. MALLIK
 उप प्रबंधक (पी एंड ई)
Dy. Manager (P & E)
 हल्दिया गोदि परिसर
HALDIA DOCK COMPLEX
 कोलकाता पोर्ट ट्रस्ट
KOLKATA PORT TRUST

कलकत्ता पत्तन न्यास
KOLKATA PORT TRUST

हल्दिया गोदी परिसर

HALDIA DOCK COMPLEX

PLANT & EQUIPMENT DIVISION

BIDDING DOCUMENT

[Tender No.: SDM(P&E)T/08/2016-2017]

FOR

Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.



February – 2017



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PART-1: BID INVITING



KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Plant and Equipment Division

TENDER NOTICE

[Tender No. : SDM(P&E)T/08/2016-2017]

Sealed bids under **single stage two part system** [Part I: **Pre-qualification & Techno-commercial Bid** and Part II: **Price Bid**] are invited from the intending bidders, fulfilling “**Minimum Eligibility Criteria (MEC)**” and “ **Other Pre-qualification Criteria**” , indicated at **Clause Nos. 1.1 & 1.2** respectively, for “**Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.**”

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1.2. Other Pre-qualification Criteria:

1.2.1. The intending Bidder should have –

- a) Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment challan**, if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
- b) **VAT Registration Certificate / Sales Tax Registration Certificate**, if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
- c) **Valid Trade licence or Trade Certificate of Enlistment or Certificate of Incorporation or Certificate of Registration or proof of Nationality of any country.**

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1.2.3. Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs should have documentary evidences, to get benefit in this regard.

Sr. Dy. Manager (P&E)
Haldia Dock Complex
Kolkata Port Trust
February 22, 2017

SCHEDULE OF TENDER (SOT)

[Tender No. : SDM(P&E)T/08/2016-2017]

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2.3.	Tender Inviting Authority (TIA)	::	<p>Senior Deputy Manager Plant and Equipment Division ; Haldia Dock Complex ; Kolkata Port Trust.</p> <p><u>Address:</u> Operational Administrative Building (1st floor) ; Chiranjibpur; P.O.: Haldia; Dist.: Purba Medinipur ; PIN: –721604 West Bengal, India.</p> <p>Telephone no. : + 91-3224-252713 Mobile no. : +91-9434062312 Fax no. : +91-3224 –252135 E. mail : <u>koushikm@kopt.in</u></p>
2.4.	Reference Tender No.	::	SDM(P&E)T/08/2016-2017
2.5.	Availability of the Bidding Document	::	<p>The complete Bidding Document and Corrigenda, Addenda, if any, would be available in the following websites:-</p> <p>i) <u>http://eprocure.gov.in/cppp/</u> of Central Public Procurement Portal.</p> <p>ii) <u>http://www.kolkataporttrust.gov.in/</u> of Kolkata Port Trust.</p> <p>The intending bidders shall have to download the Bidding Document from the aforesaid websites, for submitting their bids.</p> <p>Downloading of bidding document shall be carried out strictly as provided in the above mentioned websites.</p> <p>No editing, addition / deletion of matter shall be permitted. If such action is observed at any stage, such bids / offers are liable for outright rejection.</p>

Sr. Dy. Manager (P&E)
February 22, 2017

PART-1:: BID INVITING
Section II : SCHEDULE OF TENDER (SOT)

**Tender No. :
SDM(P&E)T/08/2016-2017**

2.6.	Mode of Tender	::	Tenders / Bids should be submitted in sealed covers , by post or by courier or by hand. <i>Bidders shall not have option of submitting their bids electronically.</i>
2.7.	i) Bid Document Fee	::	The intending bidders should deposit Bid Document Fee of ₹ 100.00 (Indian Rupees: One hundred) only [non-refundable] , before the last date & time for submission of bid (or any extension thereof), as per the procedure given in the instant Bidding Document [Reference: ITB Clause No. 3.3]. However, exemption for Micro & Small Enterprises (MSEs) would be applicable, in line with relevant clauses of the Bidding Document.
	ii) Earnest Money Deposit (EMD)	::	The intending bidders should deposit separately Earnest Money of ₹ 1,000.00 (Indian Rupees: One thousand) only , before the last date & time for submission of bid (or any extension thereof), as per the procedure given in the instant Bidding Documents [Reference: ITB Clause No. 3.3]. However, exemption for Micro & Small Enterprises (MSEs) would be applicable, in line with relevant clauses of the Bidding Document.
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Sr. Dy. Manager (P&E)
February 22, 2017

PART-2: BIDDING PROCEDURES

PART-2:: BIDDING PROCEDURES

Tender No. :
SDM(P&E)T/08/2016-2017

Section III: INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

- 3.1. Bid should be submitted, considering all the details given in the instant Bidding Document, by post or by courier or by hand. *However, Bidders shall not have option of submitting their bids electronically.*
- 3.2. The intending bidders shall have to download the **Bidding Document** from the following websites, for submitting their bid:-

<http://eprocure.gov.in/cppp/> of Central Public Procurement Portal.

<http://www.kolkataporttrust.gov.in/> of Kolkata Port Trust.

Downloading of **bidding documents** shall be carried out strictly as provided in the abovementioned websites.

No editing, addition / deletion of matter shall be permitted. If such action is observed at any stage, such bids / offers are liable for **outright rejection**.

3.3. **Bid Document Fee and Earnest Money Deposit (EMD):**

- 3.3.1. The intending Bidder should deposit **Bid Document Fee** of ₹ 100.00 (**Indian Rupees: One hundred**) only [non-refundable] directly to the designated bank account [given at **Clause No. 3.3.3**] of **Kolkata Port Trust, Haldia Dock Complex**, through E.C.S. (by RTGS / NEFT), before the last date & time for submission of bid (or any extension thereof).
- 3.3.2. The intending Bidder should deposit separately **Earnest Money** of ₹ 1,000.00 (**Indian Rupees: One thousand**) only directly to the designated bank account [given at **Clause No. 3.3.3**] of **Kolkata Port Trust, of Haldia Dock Complex**, through E.C.S. (by RTGS / NEFT), before the last date & time for submission of bid (or any extension thereof).
- 3.3.3. The details of Bank Account [for depositing **Bid Document Fee & Earnest Money**] are given hereunder:-
- a) **Name of Bank & Branch:**
United Bank of India,
Haldia Dock Complex Branch.
 - b) **Account No.:** 1604050000310
 - c) **IFS Code:** UTBI0HDCF75.

The intending Bidder must ensure that the remitting bank enters their '**Name and Tender No.**' positively, in the '**Sender to Receiver**' column, at the time of making payment of **Bid Document Fee & Earnest Money** by RTGS / NEFT.

- 3.3.4. The **Bid Document Fee & Earnest Money** may also be deposited (*separately*) in the form of a 'CTS – 2010' benchmarked **Banker's Cheque / Demand Draft / Pay Order** of a nationalised / scheduled bank of India, drawn in favour of '**Kolkata Port Trust, Haldia Dock Complex**' and payable at **Haldia / Kolkata**. In this case the original instruments [Banker's Cheque / Demand Draft / Pay Order] must be submitted alongwith the **Pre-qualification & Techno-commercial Bid**.

PART-2:: BIDDING PROCEDURES

Tender No. :
SDM(P&E)T/08/2016-2017

Section III: INSTRUCTIONS TO BIDDERS (ITB)

- 3.3.5. **Details of Bid Document Fee & Earnest Money** remitted / deposited should be entered by the participating bidder in the space provided in the form related to **Bid Document Fee & Earnest Money Deposit (Bidding Form- “II”)** and submit the same alongwith the **Pre-qualification & Techno-commercial Bid**.
- 3.3.6. In case the aforesaid **Bid Document Fee and Earnest Money** are not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
- However, **Micro & Small Enterprises (MSEs)** registered with **National Small Industries Corporation (NSIC)** [under Single Point Registration Scheme (SPRS)] , having valid **NSIC Certificate for MSEs** along with **DIC (District Industries Centre) Certificate**, are exempted from depositing **Bid Document Fee and Earnest Money**, with respect to items for which the firm got them registered. Such firms, seeking exemption from depositing **Bid Document Fee and Earnest Money**, should submit an application, in this regard.
- 3.3.7. The earnest money instruments [in case the EMD is submitted in the form of Banker's Cheque / Demand Draft / Pay Order] of all bidders will be kept in safe custody. Only earnest money instrument of the **L-1 bidder(s)** [who would quote minimum rate against at least one item], will be encashed and the earnest money instruments of other bidders will be returned, after opening of the **Price Bid**. If price bid cannot be opened before expiry of validity of earnest money instrument, then earnest money instrument of all the bidders will be encashed and amount of **EMD** will be refunded to bidders [other than **L-1 bidder(s)**], after opening of the **Price Bid**.
- 3.3.8. In case the **Earnest Money** is deposited directly to the designated bank account of **Kolkata Port Trust, of Haldia Dock Complex**, through **E.C.S. (by RTGS / NEFT)**, by the bidders , the same would be refunded through the banker of the said bidders [other than **L-1 bidder(s)**], after opening of the **Price Bid**. For this following information must be submitted by the Bidder, regarding their banker:
- Bank Account number.
 - Name of the bank.
 - Name of the branch.
 - Address of the branch.
 - MICR code of the branch.
- 3.3.9. In case the bid of **L-1 bidder(s)** is / are found acceptable to **Kolkata Port Trust (KoPT)** and contract is awarded to them, the Earnest Money Deposit of the **successful bidder(s)** shall be retained by **KoPT** till submission of **Security Deposit** and shall be refunded thereafter.
- 3.3.10. In case, **L-1 bid(s)** is / are not found acceptable to **Kolkata Port Trust (KoPT)**, Earnest Money Deposit of the **L-1 bidder(s)** shall be refunded after the decision in this regard is finalised by **KoPT**.

No interest shall be payable on the account of Earnest Money Deposit in any case.

3.3.11. Forfeiture of Earnest Money:

Earnest Money may be liable to be forfeited -

- a) if the Bidder withdraw their bid after opening of the bid but within the validity period of the bid and / or alter / amend any term(s) and /or condition(s) and /or quoted rate(s), within the validity period of the bid {except when option to do the same has been specifically granted by the **Kolkata Port Trust (KoPT)**, in writing} making it unacceptable to **KoPT**;
Or
- b) if the successful bidder fails to carry out the work or to perform / observe any of the conditions of the contract,
Or
- c) pursuant to **Clause No. 3.16.3**

For the purpose of this provision, the validity period shall include any / all extension(s) thereof, agreed by the Bidder, in writing.

Kolkata Port Trust, Haldia Dock Complex shall also be at liberty to deduct any of their dues from the Earnest Money. It should, however, be clearly understood that in case of any default in any term(s) and/or condition(s) of the contract, after placement of order but before submission of **Security Deposit**, the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.

3.4. Sealing , marking and submission of bids:

3.4.1. The bid and required documents should be submitted in **TWO SEALED COVERS**. The contents of the two individual sealed covers will be as follows:

- A) **FIRST SEALED COVER** [Cover – I], for “**Pre-qualification & Techno-commercial Bid**” [this cover should be marked as “**COVER – I: PRE-QUALIFICATION & TECHNO-COMMERCIAL BID**”, mentioning the Tender No. & Subject and name & address of the Bidder], should contain the following documents:
 - (i) “**Form of Tender** ” [as per the format furnished in **Section IV, (Bidding Form –“I”)**], duly filled in completely, signed & stamped.
 - (ii) **Filled up format**, furnished in **Section IV (Bidding Form- “II”)**, for submitting information with respect to Bid Document Fee & Earnest Money remitted / deposited, as per **ITB Clause No. 3.3**.
 - (iii) Original instrument [Banker’s Cheque / Demand Draft / Pay Order], in case the the **Bid Document Fee & Earnest Money** are deposited in the form of a ‘CTS – 2010’ benchmarked **Banker’s Cheque / Demand Draft / Pay Order**, as indicated in the aforesaid filled up format [**Bidding Form – “II”**].
 - (iv) Application and photocopies of the documents [duly signed and stamped on each page], in connection with exemption from depositing **Bid Document Fee and Earnest Money**, in line with **Clause No. 3.3.6** , if applicable.
 - (v) **Filled up format**, furnished in **Section IV (Bidding Form- “IIF”)**, to establish eligibility as per **Clause Nos. 1.1**.

PART-2:: BIDDING PROCEDURES

Tender No. :
SDM(P&E)T/08/2016-2017

Section III: INSTRUCTIONS TO BIDDERS (ITB)

- (vi) **Documents** [duly signed and stamped on each page] to establish eligibility of the bidders , with respect to “**Minimum Eligibility Criteria (MEC)**”, as per **Clause No. 1.1** [as indicated in the aforesaid filled up format (**Bidding Form – “III”**)], as given below:
- Documentary evidence [Certificate of successful execution or Goods Receipt Note (GRN) or Receipted Challan copy along with Tax Invoice / Excise Invoice / Order letter, etc.], in support of supply of Engineering materials satisfactorily to Government Organisation, Public Sector Undertaking or reputed Private Organisation.
- (vii) **Filled up format**, furnished in **Section IV (Bidding Form- “IV”)**, to establish eligibility as per **Clause Nos. 1.2.1 to 1.2.3**.
- (viii) **Documents** [duly signed and stamped on each page] to establish eligibility of the bidders , with respect to “**Other Pre-qualification Criteria**”, as per **Clause No. 1.2** [as indicated in the aforesaid filled up format (**Bidding Form – “IV”**)], as detailed below:
- a) **Supporting documents, declaration, etc., as applicable**, to establish eligibility as per **Clause No. 1.2.1**, as indicated in the aforesaid filled up formats.
 - b) Documentary evidence, as per **Clause No. 1.2.2** [for Micro & Small Enterprises].
 - c) Documentary evidence, as per **Clause No. 1.2.3** [for SC or ST entrepreneurs]
- (ix) **Filled up format**, furnished in **Section IV (Bidding Form- “V”)**, for submitting “General Information of the Bidder”.
- (x) Declaration regarding Banning / Delisting, Bidding Document downloaded from website , Price Bid , etc. [as per the format furnished in **Section IV (Bidding Form –“VI”)**].
- (xi) **Deviations (if any) with respect to Techno-commercial terms & conditions** (considering all **addenda / corrigenda** issued, if any) [as per the format furnished in **Section IV (Bidding Form –“VII”)**]. *If there is no deviation, the Bidder should write “NO DEVIATION” in the space under “Deviation”*.
- (xii) Format for indicating the applicable rates of **Excise Duty, VAT or CST or State Sales Tax and Service Tax** [as per the format furnished in **Section IV (Bidding Form –“VIII”)**], duly filled in completely, signed & stamped.
- (xiii) **One copy of this Bidding Document [except blank Bidding Forms & Price Schedule Form (For Price Bid), but including PRICE SCHEDULE FORM (For Techno-Commercial Bid) { placed at Section V}],** duly signed and stamped on each page, as token of acceptance.
- B) **SECOND SEALED COVER** [Cover – II], for “**Price Bid**” [this cover should be marked as “**Cover – II: Price Bid**”, mentioning the Tender No. & Subject and name & address of the Bidder], should contain the priced “**PRICE SCHEDULE**”, containing the rates and amounts against each item and **Total Price** of all quoted items (both “**in figures**” & “**in words**”), in the appropriate places, as per the “**PRICE SCHEDULE FORM**” (for Price Bid) { placed at **Section VI** }, duly signed by the authorised person of the Bidder with their office seal.

PART-2:: BIDDING PROCEDURES

Tender No. :
SDM(P&E)T/08/2016-2017

Section III: INSTRUCTIONS TO BIDDERS (ITB)

No extraneous condition or modification shall be mentioned in the “Price Bid”. If any bidder considers inclusion any condition to be essential, the same may be mentioned in “**PRE-QUALIFICATION & TECHNO-COMMERCIAL BID**” [**Cover-I**] only and must be restricted to that section alone.

- 3.4.2. Both the above covers shall be sealed separately and put together in a single sealed envelope, mentioning the Tender No. & Subject and name & address of the Bidder on said sealed common envelope.
- 3.4.3. Before submitting the sealed common envelope, as mentioned above, the bidder must ensure that it contains both the sealed covers, as stated above.
- 3.4.4. The bid shall be typed or written in indelible ink and all pages of the bid shall be stamped and signed by a person duly authorised to sign on behalf of the Bidder.
- 3.4.5. The Bidder shall submit complete bid and the same shall be without alterations, interlineations or erasure effect, except those to accord the instructions issued by KoPT or as may be necessary to correct errors made by the bidders. Person(s) signing the bid shall have to put their signature against all such cancellations, alterations, entries or amendments.
- 3.4.6. Any overwriting should be avoided. In case alteration is required, against any mistake, the same should be clearly cut and correction should be signed by the person(s) signing the bid, on behalf of the Bidder.
- 3.4.7. Any inter-lineation or erasure or alternation shall be valid only if they are signed by the person signing the bid.

3.5. Deadline for submission of bids:

The bid should reach within the **Closing date & time** for submission of Bid [Pre-qualification & Techno-commercial Bid and price Bid], stipulated at **SOT Clause No. 2.8**, at the Office of **Plant & Equipment (P&E) Division**, at the following address:-

“Haldia Dock Complex; Operational Administrative Building (1st floor); Chiranjibpur ; P.O.: Haldia; PIN –721604; Dist. : Purba Medinipur, West Bengal, India”.

The aforesaid date & time will not be extended under any situation, after due date is over. However, if the office is closed on the stipulated date & time, due to unforeseen holiday / bandh, bid will be received up to **14:30 Hrs. (IST)**, on the next working day, at the same place.

3.6. Late Bids:

Kolkata Port Trust, Haldia Dock Complex shall not be responsible for late receipt of any bid due to postal delay or any other delay for whatsoever reasons. Any bid, that arrives after the deadline for submission of bids (in accordance with **SOT Clause No. 2.8**) shall be declared late, rejected, and returned unopened to the respective bidder.

3.7. Bid opening :

- 3.7.1. The sealed common envelope [containing the two separate sealed covers] and the first sealed cover, containing “Pre-qualification & Techno-commercial Bid” [**Part-I**] of the bidders, whose bids would be received within the aforesaid deadline for submission of bids, will be opened on the **Date & time of opening of Part-I** [Pre-qualification & Techno-commercial Bid] , stipulated at **SOT Clause No. 2.8**, at the Office of **Plant & Equipment (P&E) Division**, at the following address:

PART-2:: BIDDING PROCEDURES

Tender No. :
SDM(P&E)T/08/2016-2017

Section III: INSTRUCTIONS TO BIDDERS (ITB)

“Haldia Dock Complex; Operational Administrative Building (1st floor); Chiranjibpur ; P.O.: Haldia; PIN –721604; Dist. : Purba Medinipur, West Bengal, India”.

If the office is closed on the stipulated date & time, due to unforeseen holiday / bandh, the bids [except Price Bids] will be opened, on the next working day, **15:00 Hrs. (IST)** onwards, at the same place.

- 3.7.2. The envelopes containing the **“Price Bid” [Cover – II]**, shall not be opened on the aforesaid date [as stipulated at **SOT Clause No. 2.8**]. All such sealed Price Bids of the bidders shall be put in separate cover(s) and sealed in presence of the bidders’ representatives, if found present during bid opening process. The sealed cover containing such Price Bids shall be kept in the safe custody of **KoPT** till the examination of **“Pre-qualification and Techno-commercial Bid”** is completed.
- 3.7.3. The authorised signatory of the bidder, who so wishes, may be present on his own or may also depute his representative at the time of opening of the bid.

3.8. **Validity:**

The **validity of the bids** should **not be less than 60 (sixty) days** from the closing date of submission of Bid (as stipulated at **SOT Clause No. 2.8**).

- 3.9. **Kolkata Port Trust** reserves the right to accept or reject the bid in part or as a whole and do not bind itself to accept the bid or to assign any reason thereof and no damage claim, whatsoever, will be payable by **Kolkata Port Trust**. Mere opening of the bid shall not construe that the Bidder is considered automatically qualified.

3.10. **Price Basis:**

- 3.10.1. Prices (both Unit Rates and Amounts) are to be quoted in Indian Rupees (₹) only, as per the **“PRICE SCHEDULE FORM” (for Price Bid)** { placed at **Section VI** }. The rates and amounts against each item should be quoted on *F.O.R. HDC’s store* at Haldia basis, i.e on free delivery basis up to the store of Haldia Dock Complex, including unloading and stacking.
- 3.10.2. The particulars of taxes and duties and any other charges, as applicable, are to be furnished clearly in the techno-commercial bid. Applicability of taxes & duties and account heads on which such taxes & duties would be applicable are to be clearly mentioned in the techno-commercial bid. In this respect ‘Form for indicating **details of Excise Duty, Service Tax, Sales Tax / VAT, Statutory Levy, etc.**’ [as per the format placed at **“Bidding Form-V”**] is to be filled up properly and to be placed in **Cover-II** (under **Section-“B”**).
- 3.10.3. Price(s) must include, among others, all taxes & duties of Central / State/ Local bodies etc. as applicable and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.
- 3.10.4. ***Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) do not enjoy any concession regarding Sales Tax / VAT and do not provide any ‘C’ or ‘D’ Form, in this regard. Hence, the full amount of VAT or CST or State Sales Tax, if any, will be applicable and to be considered.***
- 3.10.5. The particulars of taxes and duties and any other charges, as applicable, are to be furnished clearly in the bid.

PART-2:: BIDDING PROCEDURES

Tender No. :
SDM(P&E)T/08/2016-2017

Section III: INSTRUCTIONS TO BIDDERS (ITB)

- 3.10.6. Any modification [addition/ deletion/ alteration, including implementation of **Goods & Services Tax (GST)**] in taxes or duties, in future, by the Govt. of India (GOI), will be applicable & 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, if any, on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by **Kolkata Port Trust (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. Any recovery due on account of any modification in taxes or duties shall be made by **KoPT** from the amount payable under the contract.
- 3.10.7. Orders may be placed in parts. In the event of part order(s) being placed, quoted rates against the item(s) under consideration shall form the basis of the respective order. Price(s) to be quoted should remain firm till the entire supply of goods is completed. No Price escalation is admissible other than statutory increase in Taxes & Duties (within the scheduled delivery period).
- 3.10.8. The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of this Bidding Document, as contained in each of its Clauses and **plea of “Customs Prevailing”** will not be, in any case, admitted as excuse on their part, for infringing any of the terms & conditions.

No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the Bidder has not understood the work envisaged in the instant contract.

3.11. Techno-commercial Bid :

- 3.11.1. No techno-commercial deviation and variation will be considered by **KoPT**, except where the Techno-commercial terms and conditions, will be found as impossible and irrelevant to the bidders.
- 3.11.2. If any bidder deliberately gives wrong information or conceals any information / fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid at any stage of execution, without any financial liability, is reserved by **KoPT**.

3.12. Price Bid:

- 3.12.1. The Bidder should quote the **rates, amounts & total price** appropriately in the **PRICE BID (Cover-II)** only, as per the enclosed **“PRICE SCHEDULE FORM” (for Price Bid)** { placed at **Section VI** }. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid. The **total price** of the quoted items shall have to be mentioned **both “in figures” & “in words”**.
- 3.12.2. The **“Price Bid”** should not contain any extraneous condition or modification whatsoever. **Any extraneous condition imposed** therein or **modification made** therein, shall make the bid **“non-responsive”** and the same will be liable for outright rejection.
- 3.12.3. A declaration, considering above, to be submitted [as per **“Bidding Form-VI”**] in **Cover-I**.
- 3.12.4. Any overwriting in the priced **“PRICE SCHEDULE”** should be avoided. In case of a mistake, the same should be clearly cut and correction should be signed on behalf of the Bidder.

3.13. Examination of Pre-qualification Criteria :

- 3.13.1. At first, the contents of the **Cover-I, related to** Pre-qualification Criteria, will be scrutinized and evaluated. **KoPT** may seek any other detail(s) / document(s) in subsequent course to ascertain & get confirmed about the competence of the Bidder.
- 3.13.2. In case of shortfall in required documents, in support of fulfilling eligibility criteria by the Bidder (as per **Clauses nos. 1.1 & 1.2**), the bidder would be allowed to submit further documents / clarifications within a period of **maximum 15 (fifteen) days**, from the date of communication, in this respect, to them. In case any bidder fails to submit required further documents / clarifications within the above stipulated time, the tender would be processed in absence of the further documents / clarifications, which may result in disqualification of the corresponding bidder for the instant tender.
- 3.13.3. In case it is found that the Eligibility Criteria [in line with per **Clauses nos. 1.1 & 1.2**] has not been fulfilled by the Bidder or otherwise their participation has not been found acceptable to **KoPT**, the respective bid will be treated as non-responsive and “Techno-commercial Bid” [under Cover-I] and “Price Bid” [Cover-II] of the respective bidder will not be considered further.
- 3.13.4. Mere participation in tender will not mean that a particular bidder will automatically be considered qualified.

3.14. Examination of Techno-commercial offer:

- 3.14.1. After scrutiny of the Pre-qualification Criteria, **Techno-commercial Bids** of the eligible bidders will be scrutinized & evaluated.
- 3.14.2. To assist in the examination, evaluation and comparison of the **Techno-commercial** bids, clarification(s) may be asked from the bidders. They may also be asked to withdraw any terms / condition mentioned by them in their bids, which are not in conformity with the terms & conditions specified in the **Bidding Document**. The bidders would be allowed to submit such clarification(s) and / or withdrawal, within a period of **maximum 15 (fifteen) days**, from the date of communication, in this respect, to them. In case any bidder fails to submit required clarification(s) / withdrawal within the above stipulated time, the tender would be processed in absence of the clarification(s) / withdrawal, which may result in disqualification of the corresponding bidder for the tender. The request for clarification(s) / withdrawal and the response thereof shall be in writing.
- 3.14.3. No change in the prices or substance of the bid shall be sought, bided, or permitted, nor any bidder be permitted to withdraw its bid before the expiry of the validity period of the bid, except to confirm the correction of errors discovered during evaluation of the bids.
- 3.14.4. If on examination of the “**Techno-commercial Bid**” of the bidders, it is found that any bidder has not accepted all Techno-commercial terms & conditions of the Bidding Document [read in conjunction with other parts of this Bidding Document (including all enclosures like “**PRICE SCHEDULE FORM**”, etc.)] or have not withdrawn the additional terms / conditions, mentioned by them, then the “**Price Bid**” part [Cover-II] of such bidder will not be opened [even if they are pre-qualified in line with **Clauses no. 3.13**] . “**Price Bid**” part [Cover-II] of other bidders [i.e. who are pre-qualified in line with **Clauses no. 3.13** , have accepted all Techno-commercial terms & conditions of the Bidding Document and have withdrawn the additional terms / conditions, if mentioned by them] will be opened subsequently as per procedure. Decision of **KoPT** on this matter shall be final.

3.15. Opening of Price Bid:

The **SECOND SEALED COVER [Cover – II]** for “**PRICE BID**” [of the bidders, who qualifies in the “Pre-qualification & Techno-commercial Bid”, as detailed above] will be opened on a later date, upon due intimation to the concerned bidders .

Authorised signatories of such pre-qualified & techno-commercially qualified bidders may be present on their own or may also depute their designated representative, at the time of opening of the **Price Bid**.

3.16. Scrutiny & evaluation of Price-Bid:

- 3.16.1. Evaluation will be made on the minimum rate quoted [including taxes, duties, levies, etc..] against individual items among the techno-commercially qualified bids [of the pre-qualified bidders], 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, KoPT reserve the right not to negotiate price with **MSEs** 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 tendered quantity against any item as per new public procurement policy. It is not obligatory on the part of **KoPT** to accept the lowest bid(s). They reserve the right to accept a tender in full or in part and / or reject a tender without assigning any reason thereof.

- 3.16.2. In case any arithmetical error is noticed in the price bid of any bidder, KoPT shall correct the same on the following basis:

- a) if there is a discrepancy between the **unit rate** and the **amount**, that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total amount shall be corrected, unless in the opinion of KoPT there is an obvious misplacement of the decimal point in the unit rate, in which case the total amount as quoted shall govern and the unit rate shall be corrected;
- b) if there is an error in a total, corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected sub-totals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between **words** and **figures**, the rate and amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 3.16.3. If any bidder, who had submitted the lowest evaluated bid, do not accept the correction of arithmetical errors (as per **Clause No. 3.16.2**), their bid shall be rejected and the same will be treated in accordance with **Clause No. 3.3.11**.

- 3.16.4. 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, no plea for subsequent withdrawal or the amendment will be entertained.

3.17. **KoPT's right to accept any bid and to reject any or all bids**

Kolkata Port Trust (KoPT) reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

3.18. **Notification of award:**

Prior to the expiration of the period of bid validity (or extended validity) **KoPT** shall notify the successful bidder(s), in writing, that its / their bid(s) has / have been accepted. The notification letter(s) [hereinafter called the “**Letter of Acceptance**”] will be treated as “**Order Letter**” and will constitute the formation of the contract. Such order(s) shall be governed by the “Conditions of Contract” of the instant tender.

BIDDING FORMS

Table of Bidding Forms

“Bidding Form-I”	FORMAT FOR SUBMITTING FORM OF TENDER.	2 pages
“Bidding Form-II”	FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO BID DOCUMENT FEE & EARNEST MONEY DEPOSIT.	1 page
“Bidding Form-III”	FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO MINIMUM ELIGIBILITY CRITERIA (MEC).	1 pages
“Bidding Form-IV”	FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO OTHER PRE-QUALIFICATION CRITERIA.	1 pages
“Bidding Form-V”	FORMAT FOR SUBMITTING GENERAL INFORMATION OF THE BIDDER.	3 pages
“Bidding Form-VI”	FORMAT FOR SUBMITTING DECLARATION REGARDING BANNING / DELISTING, BIDDING DOCUMENT DOWNLOADED FROM WEBSITE, PRICE SCHEDULE, ETC.	1 page
“Bidding Form-VII”	FORMAT FOR SUBMITTING DEVIATIONS WITH RESPECT TO TECHNO-COMMERCIAL TERMS & CONDITIONS.	1 page
“Bidding Form-VIII”	FORMAT FOR INDICATING APPLICABLE RATES OF EXCISE DUTY, VAT OR CST OR STATE SALES TAX AND SERVICE TAX	1 page

BIDDING FORM-I

FORMAT FOR SUBMITTING FORM OF TENDER

[To be printed on the bidder's Letter Head and submitted in the Pre-qualification & Techno-commercial Bid (Part – I)]

FORM OF TENDER

Name of Work : Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.

Tender No. : SDM(P&E)T/08/2016-2017

I/We (Name of the bidder)of
..... (Address of the bidder) having
examined the site of work and read the **Bidding Document** [including **all addenda / corrigenda**, issued i.e. #], hereby bid and undertake to execute & complete all the work related to “**Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust**”, required to be performed in accordance with the **Schedule of Requirements, Conditions of Contract, Price Schedule**, etc., at the **rates & prices** set out in the priced **Price Schedule** (Bill of Quantities) [*submitted separately in the Price Bid (Part – II)*], within days from the date of receipt of order to commence the work , in the event of our bid being accepted.

I/We requiredays preliminary time to arrange and procure the materials, tools & tackles, etc. required by the work, from the date of acceptance of bid, before I/we could commence the work.

- * I/We have deposited **₹ 1,000.00 (Indian Rupees: One thousand) only** directly to the designated bank account of **Kolkata Port Trust, of Haldia Dock Complex**, through **E.C.S.**, vide **U.T.R No.:**..... Dated of Bank, as **Earnest Money Deposit**.
- * I/We have deposited **₹ 1,000.00 (Indian Rupees: One thousand) only** vide Banker's Cheque, Demand Draft / Pay Order No. Dated of Bank, as **Earnest Money Deposit**.

PART-2:: BIDDING PROCEDURES

Section IV: BIDDING FORMS

**Tender No. :
SDM(P&E)T/08/2016-2017**

Contd.....BIDDING FORM – I

I/We agree that the period for which the bid shall remain open for acceptance, shall not be less than **days**, from the closing date of submission of Bid.

(Signature of authorised person of the bidder)

WITNESS:

Signature:

Name : _____

Name:

(In Block Letters)

Designation : _____

Address:

Date : _____

Occupation:

(Office Seal)

- # Insert Addendum / Corrigendum / Extension No(s), if issued. Otherwise delete this portion.
- * Strike out which is not applicable.

PART-2:: BIDDING PROCEDURES**Section IV: BIDDING FORMS****Tender No. :
SDM(P&E)T/08/2016-2017****BIDDING FORM-II****FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO
BID DOCUMENT FEE & EARNEST MONEY DEPOSIT***[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I), duly signed & stamped]***Information with respect to Bid Document Fee & Earnest Money remitted / deposited ,
as per ITB Clause No. 3.3****Tender No. : SDM(P&E)T/08/2016-2017**

- A) In case deposition of
- Bid Document Fee & Earnest Money**
- , directly to the designated bank account of
- Kolkata Port Trust**
- , of
- Haldia Dock Complex**
- , through
- E.C.S. (by RTGS / NEFT)**
- :

	U. T. R. No.	Date of remittance	Amount remitted (in ₹)	Bank Details
<u>Bid Document Fee</u>				
<u>Earnest Money</u>				

- B) In case deposition of
- Bid Document Fee & Earnest Money**
- , in the form of a 'CTS – 2010' benchmarked
- Banker's Cheque / Demand Draft / Pay Order**
- :

	Banker's Cheque / Demand Draft / Pay Order No.	Date	Amount (in ₹)	Bank Details
<u>Bid Document Fee</u>				
<u>Earnest Money</u>				

- C) In case
- Micro & Small Enterprises (MSEs)**
- , registered with
- National Small Industries Corporation (NSIC)**
- [under Single Point Registration Scheme (SPRS)] , seeking exemption from depositing
- Bid Document Fee**
- and
- Earnest Money**
- :

	Issuing Authority	Date of issue	Valid upto
<u>NSIC Certificate for MSEs</u>			
<u>DIC (District Industries Centre) Certificate</u>			

Reference no. of application (seeking exemption):**Signature of authorised person of the bidder
(with office seal)**

PART-2:: BIDDING PROCEDURES**Section IV: BIDDING FORMS****Tender No. :
SDM(P&E)T/08/2016-2017****BIDDING FORM-III****FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO
MINIMUM ELIGIBILITY CRITERIA (MEC)***[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]***Eligibility information as per Tender Notice Clause No.1.1****Tender No. : SDM(P&E)T/08/2016-2017**

Sl. No.	Contract No. / Order No. and date	Name of the Employer	Order value (without tax) [in ₹]	Completion of work / successful execution of the order	
				Date	Document submitted
1.					
2.					
3.					

**Signature of authorised person of the bidder
(with office seal)**

PART-2:: BIDDING PROCEDURES**Section IV: BIDDING FORMS****Tender No. :
SDM(P&E)T/08/2016-2017****BIDDING FORM-IV****FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO
OTHER PRE-QUALIFICATION CRITERIA.***[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]***Eligibility information as per Tender Notice Clause No. 1.2****Tender No. : SDM(P&E)T/08/2016-2017****Criteria with respect to possession of documents as per Clause No. 1.2.1:**

	Requirement	Submitted / Not submitted [Put √ if submitted & X if not submitted]	Validity / For the month
a)			
i)	Profession Tax Clearance Certificate (PTCC) / Profession Tax payment challan	<input type="text"/>	
ii)	Declaration in connection with non-applicability.	<input type="text"/>	-----
b)			
i)	VAT Registration Certificate / CST Registration Certificate	<input type="text"/>	-----
ii)	Document in support of non-applicability, along with declaration (in the form of affidavit).	<input type="text"/>	-----
c)	Trade licence or Trade Certificate of Enlistments or Certificate of incorporation or Certificate of Registration or proof of Nationality of any country.	<input type="text"/>	

Criteria with respect to possession of documents as per Clause No. 1.2.2:

	Requirement	Submitted / Not submitted [Put √ if submitted & X if not submitted]
i)	NSIC certificate for Micro & Small Enterprises (MSEs).	<input type="text"/>
ii)	DIC (District Industries Centre) Certificate, for Micro & Small Enterprises (MSEs).	<input type="text"/>

Criteria with respect to possession of documents as per Clause No. 1.2.3:

	Requirement	Submitted / Not submitted [Put √ if submitted & X if not submitted]
	Documentary evidences for getting benefits by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs.	<input type="text"/>

**Signature of authorised person of the bidder
(with office seal)**

PART-2:: BIDDING PROCEDURES**Section IV: BIDDING FORMS****Tender No. :
SDM(P&E)T/08/2016-2017****BIDDING FORM-V****FORMAT FOR SUBMITTING GENERAL INFORMATION OF THE BIDDER***[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]***GENERAL INFORMATION OF THE BIDDER****Tender No. : SDM(P&E)T/08/2016-2017**

1.	Legal Name (IN CAPITAL LETTERS)		
2.	a)	Country of Registration / Incorporation / Enlistment	
	b)	Year of Registration / Incorporation / Enlistment	
	c)	Legal address (in country of Registration / Incorporation / Enlistment)	
	d)	URL of the bidder.	
3.	Information regarding bidder's authorised representative(s) / contact person(s)		
	a)	Name(s)	
	b)	Address(es)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	

PART-2:: BIDDING PROCEDURES**Section IV: BIDDING FORMS****Tender No. :
SDM(P&E)T/08/2016-2017****Contd.....BIDDING FORM-V**

4.	a)	Address of the branch office, if any	
	b)	Name of the contact person at branch office	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
5.	Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited Company .		
6.	Bank details for ECS payment :		
	a)	Bank Account number.	
	b)	Name of the bank.	
	c)	Name of the branch.	
	d)	Address of the branch.	
	e)	Electronic mail address	
	f)	Telephone number & Facsimile number.	
	g)	RTGS code of the branch.	
	h)	MICR code of the branch.	

PART-2:: BIDDING PROCEDURES**Section IV: BIDDING FORMS****Tender No. :
SDM(P&E)T/08/2016-2017****Contd.....BIDDING FORM-V**

7.	Income Tax, Sales Tax & Service Tax details (if applicable) :		
	a)	Permanent Account Number (PAN)	
	b)	VAT / Sales Tax Registration Number	
	c)	Service Tax Registration Certificate	
	i)	Registration No. and Service Tax Code (STC) No.	
	ii)	Name of the Taxable Service(s)	
8.	Employees' Provident Fund (EPF) Code No.		
9.	Employees' State Insurance (ESI) Code No.		
10.	Mainlines of business		

Signature of authorised person of the bidder
(with office seal)

PART-2:: BIDDING PROCEDURES

Section IV: BIDDING FORMS

Tender No. :
SDM(P&E)T/08/2016-2017

BIDDING FORM-VI

FORMAT FOR SUBMITTING DECLARATION REGARDING BANNING / DELISTING, BIDDING DOCUMENT DOWNLOADED FROM WEBSITE, PRICE SCHEDULE, ETC.

[To be printed on the bidder's Letter Head and submitted in the Pre-qualification & Techno-commercial Bid (Part – I)]

Name of Work : Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.

Tender No. : SDM(P&E)T/08/2016-2017

I, the authorized signatory of the (Name of the Company /Firm) do hereby declare / confirm that :

- * (i) I / We have not been **debarred** or **delisted** by any Government or Quasi-Government Agencies or Public Sector Undertaking in India.
- (ii) I / we have not made any **addition / modification / alteration** in the **Bidding Document** hosted in the websites [<http://eprocure.gov.in/cppp/> and <http://www.kolkataporttrust.gov.in/>]. If any stage, addition / modification / alteration is noticed in the bidding document submitted by us (duly signed & stamped as token of acceptance), then **Kolkata Port Trust** reserve the right to reject our bid or cancel the contract (in case of placement of order with us) and we may be barred from participating in future tenders of **Kolkata Port Trust**.
- (iii) There is **no change in the “PRICE SCHEDULE FORM”** submitted by us (duly signed & stamped) in the Techno-commercial Bid.
- (iv) The **rates and amounts have been quoted in the appropriate places in the “Price Bid” (Cover-II)** only. **Price Bid (Cover-II)** contains the priced “PRICE SCHEDULE” only and no extraneous condition or modification has been mentioned in the “Price Bid”.

In case it is found that the above declaration is not correct, **Kolkata Port Trust** reserves the right to reject our offer.

Signature of authorised person of the bidder
(with office seal)

* In case the firm has been debarred or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly, after modifying the sentence, suitably.

BIDDING FORM-VII**FORMAT FOR SUBMITTING DEVIATIONS WITH RESPECT TO
TECHNO-COMMERCIAL TERMS & CONDITIONS**

[To be printed on the bidder's Letter Head and submitted in the Pre-qualification & Techno-commercial Bid (Part – I)]

Name of Work : Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.

Tender No. : **SDM(P&E)T/08/2016-2017**

I, the authorized signatory of the (Name of the Company /Firm) do hereby declare / confirm that :

I / we have offered the prices against all items of the **PRICE SCHEDULE**, considering all the terms and conditions of the subject Bidding Document [considering all addenda / corrigenda issued *], except the following deviations & variations. These deviations & variations are exhaustive and there is no other deviation in our offer, i.e. except the following deviations & variations, all other terms and conditions of the Bidding Document [considering all addenda / corrigenda issued *] are accepted by us and the entire job will be executed (in case of award of contract, in our favour) as per the stipulations of the Bidding Document [considering all addenda / corrigenda issued *], except these deviations & variations.

Sl. No.	Section & Clause No.	Deviation

**Signature of authorised person of the bidder
(with office seal)**

* Delete these portions, if no addenda / corrigenda is issued.

PART-2:: BIDDING PROCEDURES**Section IV: BIDDING FORMS****Tender No. :
SDM(P&E)T/08/2016-2017****BIDDING FORM-VIII****FORMAT FOR INDICATING APPLICABLE RATES OF EXCISE DUTY, VAT OR CST
OR STATE SALES TAX AND SERVICE TAX***[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]***Tender No. : SDM(P&E)T/08/2016-2017**

Sl. No.	Heads of Taxes & Duties	Sl. nos. of items in the “Price Schedule Form, on which tax, duty, etc. are applicable.	If applicable, please indicate present rate(s) in percentage (%)
1.	Excise Duty	 % extra / included *
2.	Central Sales Tax	 % extra / included *
3.	West Bengal Sales Tax / VAT	 % extra / included *
4.	Other State Sales Tax	 % extra / included *
5.	Service Tax	 % extra / included *
6.	Cess, levies, etc.	 % extra / included *

**Signature of authorised person of the bidder
(with office seal)**

* Strike out which is not applicable.



PART-2:: BIDDING PROCEDURES

Section V: PRICE SCHEDULE FORM (FOR TECHNO-COMMERCIAL BID)

Tender No. :
SDM(P&E)T/08/2016-2017

PRICE SCHEDULE FORM (For Techno-Commercial Bid)

[To be submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]

Tender No.: SDM(P&E)T/08/2016-2017

for

Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.

Preamble:

1. The “**Price Schedule Form**” is to be read in conjunction with the “**Instructions To Bidders (ITB)**”, “**Conditions of Contract**” and other parts of this Bidding Document, considering all addenda / corrigenda (if issued).
2. The prices should be quoted, against all items, **in Indian Rupees (₹)** only, as per this “**Price Schedule Form**” in the Price bid (Part-II), without any condition or deviation. The **total price** of the quoted items shall have to be mentioned both “**in figures**” & “**in words**.”
Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.
3. The rates and amounts against each item should be quoted on *F.O.R. HDC’s site* at Haldia basis. Price(s) must include all applicable taxes & duties, all elements necessary and all other incidental charges for execution of the contract, as per the “**Terms and Conditions**”, mentioned in the Bidding Document.
4. The **particulars of taxes and duties** and **any other charges**, as applicable, are to be furnished clearly in the offer.
5. **HDC, KoPT do not enjoy any concession regarding Sales Tax and do not provide any ‘C’ or ‘D’ Form, in this regard. Hence, the full amount of VAT or CST or State Sales Tax, if any, will be applicable and to be considered accordingly.**

**PART-2:: BIDDING PROCEDURES****Section V: PRICE SCHEDULE FORM
(FOR TECHNO-COMMERCIAL BID)****Tender No. :
SDM(P&E)T/08/2016-2017****PRICE SCHEDULE****Tender No.: SDM(P&E)T/08/2016-2017****for**

Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.

Sl. No.	Description	Quantity	Unit rate (in ₹)	Amount (in ₹)
1.	PVC adhesive tape (¾") for electrical insulation. Length: 7 m (approx) per roll.	370 roll	<u>NOT TO BE QUOTED HERE</u>	
2.	PVC non-adhesive tape (¾") for electrical insulation. Length: 25 m (approx) per roll.	100 roll		
3.	EPR [Ethylene Propylene Rubber] Self -amalgamating tape. Colour: Black Width: 38 mm Length: 9 m per roll.	06 roll		
4.	CRC 2-26 (500 ml per container)	15000 ml		
5.	Emery Cloth of Grade: 60.	200 no.		
6.	Emery Cloth of Grade: 80.	200 no.		
7.	Emery Cloth of Grade: 100.	300 no.		
8.	Emery Cloth of Grade: 180.	350 no		
9.	Hacksaw Blade (½"X 12").	200 no.		
10.	Hacksaw Blade (1"X 12").	50 no.		
11.	Markin Cloth.	700 mtr.		
12.	Bakelite Fuse Holder , 63 A	20 no.		
13.	Bakelite Fuse Holder , 32 A	20 no.		
14.	Porcelain Fuse Base & Carrier , 63 A	30 no.		
15.	Porcelain Fuse Base & Carrier , 100 A	30 no.		
16.	Electrical and Electronic Contact Cleaner (CFC free) (350 ml per container)	5250 ml		



PART-2:: BIDDING PROCEDURES
Section V: PRICE SCHEDULE FORM
(FOR TECHNO-COMMERCIAL BID)

**Tender No. :
SDM(P&E)T/08/2016-2017**

Contd..... PRICE SCHEDULE

Sl. No.	Description	Quantity	Unit rate (in ₹)	Amount (in ₹)
17.	Arcing Contact tips for GEC (AEI) make, Type K Oil Circuit Breakers (400 A) Cat No. - K 316	100 no.	<u>NOT TO BE QUOTED HERE</u>	
18.	Arcing Contact tips for GEC (AEI) make, Type K Oil Circuit Breakers (800 A) Cat No. - K 416	200 no.		
19.	Arcing Contact tips for GEC (AEI) make, Type K Oil Circuit Breakers (1200 A) Cat No. - K 516	100 no.		

TOTAL (in figure): ₹ XXX

Total Price (in words) : Indian Rupees XXXXXX only.

Signature of the authorized representative of the bidder
(with name, designation, date and office seal)



PART-2:: BIDDING PROCEDURES

Section VI: PRICE SCHEDULE FORM (FOR PRICE BID)

Tender No. :
SDM(P&E)T/08/2016-2017

PRICE SCHEDULE FORM

(For Price Bid)

[To be submitted in the Price Bid (Part – II) , duly filled up, signed & stamped]

Tender No.: SDM(P&E)T/08/2016-2017

for

Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.

Preamble:

1. The “**Price Schedule Form**” is to be read in conjunction with the “**Instructions To Bidders (ITB)**”, “**Conditions of Contract**” and other parts of this Bidding Document, considering all addenda / corrigenda (if issued).
2. The prices should be quoted, against all items, **in Indian Rupees (₹)** only, as per this “**Price Schedule Form**” in the Price bid (Part-II), without any condition or deviation. The **total price** of the quoted items shall have to be mentioned both “**in figures**” & “**in words**.”
Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.
3. The rates and amounts against each item should be quoted on *F.O.R. HDC’s site* at Haldia basis. Price(s) must include all applicable taxes & duties, all elements necessary and all other incidental charges for execution of the contract, as per the “**Terms and Conditions**”, mentioned in the Bidding Document.
4. The **particulars of taxes and duties** and **any other charges**, as applicable, are to be furnished clearly in the offer.
5. **HDC, KoPT do not enjoy any concession regarding Sales Tax and do not provide any ‘C’ or ‘D’ Form, in this regard. Hence, the full amount of VAT or CST or State Sales Tax, if any, will be applicable and to be considered accordingly.**

**PART-2:: BIDDING PROCEDURES****Section VI: PRICE SCHEDULE FORM (FOR PRICE BID)****Tender No. :
SDM(P&E)T/08/2016-2017****PRICE SCHEDULE****Tender No.: SDM(P&E)T/08/2016-2017****for**

Supply and delivery of different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust.

Sl. No.	Description	Quantity	Unit rate (in ₹)	Amount (in ₹)
1.	PVC adhesive tape (¾") for electrical insulation. Length: 7 m (approx) per roll.	370 roll		
2.	PVC non-adhesive tape (¾") for electrical insulation. Length: 25 m (approx) per roll.	100 roll		
3.	EPR [Ethylene Propylene Rubber] Self - amalgamating tape. Colour: Black Width: 38 mm Length: 9 m per roll.	06 roll		
4.	CRC 2-26 (500 ml per container)	15000 ml		
5.	Emery Cloth of Grade: 60.	200 no.		
6.	Emery Cloth of Grade: 80.	200 no.		
7.	Emery Cloth of Grade: 100.	300 no.		
8.	Emery Cloth of Grade: 180.	350 no		
9.	Hacksaw Blade (½"X 12").	200 no.		
10.	Hacksaw Blade (1"X 12").	50 no.		
11.	Markin Cloth.	700 mtr.		
12.	Bakelite Fuse Holder , 63 A	20 no.		
13.	Bakelite Fuse Holder , 32 A	20 no.		
14.	Porcelain Fuse Base & Carrier , 63 A	30 no.		
15.	Porcelain Fuse Base & Carrier , 100 A	30 no.		
16.	Electrical and Electronic Contact Cleaner (CFC free) (350 ml per container)	5250 ml		

**PART-2:: BIDDING PROCEDURES****Section VI: PRICE SCHEDULE FORM (FOR PRICE BID)****Tender No. :
SDM(P&E)T/08/2016-2017****Contd..... PRICE SCHEDULE**

Sl. No.	Description	Quantity	<u>Unit rate</u> <u>(in ₹)</u>	<u>Amount</u> <u>(in ₹)</u>
17.	Arcing Contact tips for GEC (AEI) make, Type K Oil Circuit Breakers (400 A) Cat No. - K 316	100 no.		
18.	Arcing Contact tips for GEC (AEI) make, Type K Oil Circuit Breakers (800 A) Cat No. - K 416	200 no.		
19.	Arcing Contact tips for GEC (AEI) make, Type K Oil Circuit Breakers (1200 A) Cat No. - K 516	100 no.		

TOTAL (in figure): ₹**Total Price (in words) : Indian Rupees****only.**

Signature of the authorized representative of the bidder
(with name, designation, date and office seal)

PART-3: CONDITIONS OF CONTRACT



PART-3:: CONDITIONS OF CONTRACT

Section VII: CONDITIONS OF CONTRACT

Tender No. :
SDM(P&E)T/08/2016-2017

CONDITIONS OF CONTRACT

- 7.1. These Conditions of Contract are to be read in conjunction with “Price Schedule” and other parts of these Bidding Document, considering all addenda / corrigenda (if issued).
- 7.2. **Scope of Work:**
- 3.16.1. The work comprises of supplying, delivery (including unloading) of *different types of spares & consumable items, required for annual maintenance of different electrical installations at different substations of Haldia Dock Complex, Kolkata Port Trust*. All the materials are to be delivered in good condition at Haldia Dock Complex’s store at **Township Electrical Maintenance Office**, on **F.O.R.** basis.
- 3.16.2. In connection with transportation of materials, the Contractor is responsible for proper packing. The packing should be done by the Contractor at their own cost, for protection against any damage, loss, breakage, etc.
- 3.16.3. The Contractor must make their own arrangements for delivery of all materials, as well as for careful and proper unloading at **H.D.C.'s Store**. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading at the designated point shall rest with the Supplier. All transit risk will be to supplier's account.
- 7.3. **Price:**
- 7.3.1. The rates and amounts against each item are on **F.O.R. HDC’s** store at Haldia basis, i.e on free delivery basis up to the store of **Haldia Dock Complex**, including unloading.
- 7.3.2. The above price(s) include, among others, all taxes & duties of Central / State/ Local bodies etc. as applicable and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Documents.
- 7.3.3. The above price(s) should remain firm till the entire supply of goods is completed. No Price escalation is admissible other than statutory increase in Taxes & Duties (within the scheduled delivery period).
- 7.4. **Delivery Period:**
- The materials will have to be supplied & delivered [F.O.R. basis] by the Contractor at **HDC, KoPT’s** store, at **Township Electrical Maintenance Office** and delivery to be completed within **30 (thirty) days** from the date of receipt of order.
- 7.5. **Inspection:**
- 7.5.1. Verification and inspection (based on visual examination) of the materials would be carried out jointly by the authorized representative of HDC, KoPT and the Contractor, at site [**Township Electrical Maintenance Office**], after delivery of the materials by the Contractor.



PART-3:: CONDITIONS OF CONTRACT

Section VII: CONDITIONS OF CONTRACT

Tender No. :
SDM(P&E)T/08/2016-2017

- 7.5.2. The materials supplied by the supplier should strictly conform to the laid down specification of the order. Samples from the supplies may be drawn for testing by **KoPT**'s own arrangement or by Government Test House and if found to be inferior to the laid down specification of order, the materials will be rejected in whole or in part and the Contractor shall be debited with the cost of test and rejected materials shall have to be replaced by the Contractor at their own cost.

7.6. Payment terms:

- 7.6.1. Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same. However, maximum two part payments, against part deliveries, would be made.
- 7.6.2. **100%** payment, against supplied materials, will be made within **30 (thirty) days** from the date of successful delivery and receipt of the materials in good condition at HDC, KoPT's store or from the date of submission of clear & unambiguous bill, whichever is later.
- 7.6.3. Bills should be submitted, **in triplicate**, to the office of **Plant & Equipment Division, Haldia Dock Complex** along with receipted challan and inspection report (in line with **Clause No. 7.5**).
- 7.6.4. Payment will be made in Indian Rupees through the banker of the Contractor (i.e. through **ECS**). During submission of bill(s), the following information must be submitted by the Contractor regarding their banker:
- a) Bank Account number.
 - b) Name of the bank.
 - c) Name of the branch.
 - d) Address of the branch.
 - e) MICR code of the branch.

7.7. Rejection of materials:

At the time of delivery, if any material is found to be defective / damage and not conforming to the relevant specification, the same is liable to be rejected and the Contractor shall replace the same at their own cost and arrangement at the earliest. The rejected materials shall be at the Contractor's risk, which must be collected from the store / site of **HDC, KoPT** within a fortnight, from the date of rejection. If the Contractor fails to remove the rejected materials within the aforesaid specified period, **KoPT** shall have the right to dispose off the same and the Contractor shall have no claim over **KoPT** in respect of the said rejected materials.

7.8. Guarantee:

The materials shall have to be guaranteed by the Contractor for a period of **12 (twelve) months from the date of installation or 18 (eighteen) months from the date of receipt, whichever is earlier**. If any defect, whatsoever, develops during the guarantee period, the defective materials will have to be replaced / rectified by the Contractor, with all possible speed, at their own cost and arrangement.



PART-3:: CONDITIONS OF CONTRACT

Section VII: CONDITIONS OF CONTRACT

Tender No. :
SDM(P&E)T/08/2016-2017

7.9. Security Deposit:

- 7.9.1. The Contractor shall have to deposit **05%** of the total order value of materials [as per order letter], within **15 (fifteen) days** from the date of placement of order, by '**CTS – 2010**' benchmarked Banker's Cheque / Demand Draft of a **Nationalized Bank of India / Scheduled Commercial Bank** [drawn in favour of '**Kolkata Port Trust, Haldia Dock Complex**' and payable at **Haldia**], at HDC's Cash Office, under Finance Division. This amount will be retained as **Security Deposit**, till successful expiry of the guarantee period [i.e. fulfilment of all obligations under Guarantee clause (**Clause No. 7.8**)], towards guaranteeing the performance of the Contractor in execution of the contract.
- 7.9.2. No interest / charge of whatsoever in nature shall be paid by the Employer on the amount of **Security Deposit** held by the Employer, at any stage.
- 7.9.3. The **Security Deposit** shall be liable to be forfeited, if the Contractor fails to carry out the work or to perform / observe any of the conditions of the contract.
- 7.9.4. On successful completion of the contract [i.e. successful expiry of the Guarantee Period (as per **Clause No. 7.8**)], to the satisfaction of the Engineer, the **Security Deposit** will be returned / refunded to the Contractor, without interest. For this the Contractor shall have to apply, along with "**No Claim Certificate**".

7.10. Extension of Completion Period and Liquidated Damage:

- 7.10.1. In case, **Force Majeure** [as per **Clause No. 7.11**] or any other reason **not attributable to the Contractor** [including hindrance at **HDC's** end] causes delay (with respect to **Clause No. 7.4**) in completion of the job, the Contractor shall apply to the Engineer in writing for suitable extension of delivery period and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the job, with or without the imposition of **Liquidated Damage Clause (Clause No. 7.10.2 hereof)** on the Contractor and his decision shall be binding on the Contractor. If an extension of completion time is granted by the Engineer, the **Liquidated Damage Clause (Clause No. 7.10.2 hereof)** shall apply from its date of expiry, if the job is not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.

7.10.2. Liquidated Damage :

If the Contractor fails to deliver the materials within the stipulated dates or such extension(s) thereof, as may be allowed by the Engineer in writing, the Contractor shall be required to pay as compensation (Liquidated Damage) to KoPT and not as penalty @ **½ % of the cost of delayed portion of supply, for every week's delay(part of the week would be treated as a full week)** , provided always the entire amount of compensation to be paid under the provision of this clause shall not exceed **10% of the total value of materials** [as per order letter]. KoPT may, without prejudice to any other method of recovery, deduct the amount of such damages from any money which is due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from their obligation to complete the supply of materials or from any other of their obligation or liabilities under the contract.



PART-3:: CONDITIONS OF CONTRACT

Section VII: CONDITIONS OF CONTRACT

**Tender No. :
SDM(P&E)T/08/2016-2017**

7.10.3. For onward payment to the Service Tax Authority, HDC would recover Service Tax from the Contractor, at applicable rate, on the amount of Liquidated Damage.

7.11. **Force Majeure:**

In the event of either party being rendered unable by Force Majeure to perform any obligations 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 such Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term 'FORCE MAJEURE', as employed herein, shall mean acts of God, Earthquake, Tsunami (caused by earthquake at the ocean bed), War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane / Cyclone, Strike {excluding that of the contractor's supplier(s) or the sub-contractor's employees}. Upon the occurrence of such case and upon its termination, the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately, but not later than 48 (forty-eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

7.12. **RISK PURCHASE:**

In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated, **KoPT** are entitled to purchase the items from any other source at the risks, costs and expenses of the Contractor (Successful Bidder). Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved. In case of risk purchase, extra cost will be borne by the Contractor.