

TENDER DOCUMENT

KOLKATA PORT TRUST HALDIA DOCK COMPLEX

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.
Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia,
Dist. Purba Medinipur - 721604
Tele Fax - 03224-252135
E-mail id: schakraborty.hdc@nic.in

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bona fide & experienced bidder for **“Drawing, Fabrication, machining (including material testing), painting, supply, delivery, installation, testing and commissioning of Surface Discharge Heads for different fire fighting pumps, installed at fire fighting pump house of 2nd oil jetty of Haldia Dock Complex”**.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com/eprochome/kopt. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The bid document will also be available on the website of KoPT, HDC and CPP.

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	SDM(P&E)/T09/2017-18
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <u>www.mstcecommerce.com/eprochome/kopt</u> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c. E-Tender No.	<u>KoPT/Haldia Dock Complex/P&E Div/8/17-18/ET/101</u>
d. Date of NIT available to parties to download	19-05-2017
e. Pre-Bid Meeting starting date & Time	06-06-2017 at 11:00 hrs (Pre bid meeting will be offline)
f. Pre –Bid Meeting closing date & Time	06-06-2017 at 15:00 hrs (Pre bid meeting will be offline)
g. i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 23,600 (Rupees Twenty three thousand six hundred only) to KoPT as per NIT.
ii) Bid Document fee	The intending bidders should submit the tender cost of Rs. 500.00 (Rupees Five Hundred only) (non-refundable) separately to KoPT as per NIT.
iii) Transaction Fee	Rs. 679.00 (Including Service Tax & other charges @15.00% on Service Charge) Payment of Transaction

	fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A).
<p>h. 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>	Three working days before the last date of closing of online bidding for the e-tender.
<p>i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome</p>	16-06-2017
<p>j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.</p>	23-06-2017 at 14:30 hrs
<p>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</p>	23-06-2017 at 15:00 hrs

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Important Instructions for E-procurement

**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE
THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement → *Psu / Govt depts.* → *Kolkata Port Trust*) under the icon: "**HDC EMD/Tender Fee Payment**". Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)

2. The Bidder will be required to mention the **Bidder's ID** (The ID used by the Bidder for logging in the MSTC Website) and **Bid Id** (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click '**VALIDATE**'.
3. A webpage will populate where the Bidder will be required to select: **Earnest Money** Or **Bid Document Fee**, then indicate his Mobile Number and the CAPTHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of **With or Without Bank Guarantee**. In case of Bids, where there is no option to pay through BG, the Bidders should select the option '**Without**'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha mentioned in the web page and then '**SUBMIT**'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

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.

Bidders are requested to read the Commercial terms & conditions (**Annexure- B**) of this tender before submitting their 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 will be done over the internet. 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 TECHNO-COMMERCIAL AND THE PRICE 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 → Select KoPT's Logo → 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.

In case

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. S. Chakrabarty

Sr. Dy. Manager (P&E.) ,HDC
Phone no. 9434735407
email - schakraborty.hdc@nic.in

2. Mr. Shubhendu Pandey

Asstt. Manager (P&E),HDC
Phone no. 9434035593
email - schakraborty.hdc@nic.in

Contact person (MSTC Ltd):

1. Mr. S. Mukherjee

Deputy. Manager (e-Commerce)
Mobile No: 07278030407
Landline: 03322901004
Email- mukherjee@mstcindia.co.in

2. Ms S. Maity

Asstt. Manager (e-commerce)
Mobile- 9831155225
Landline: 03322901004
Email: smaity@mstcindia.co.in

Google hangout ID (for test chat)- mstceproc@gmail.com

	<p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
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> The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.

7	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) 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 vendor(s) will be refunded by the tender inviting authority. The process involves Electronic Bidding for submission of Technical and Commercial Bid. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt depts → Login under KoPT's logo → My menu → Auction Floor Manager → live event → Selection of the live event The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid. After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded. In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
8	<p>Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.</p>

9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
12	<u>Bidding in e-tender & Reverse auction:</u>
	<p>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 & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.</p> <p>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>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.</p> <p>d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>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</p> <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p>
	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.
	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.
13		Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
14		No deviation to the technical and commercial terms & conditions are allowed.
15		After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
16		HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
17		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.
18		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.
19		The bid will be evaluated based on the filled-in technical & commercial formats.
20		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.
21		Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
22		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.
23		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.
24		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.
25		Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
26		Due date of submission of tender will not be extended under any situation.

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.
Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia,
Dist. Purba Medinipur - 721604
Tele Fax - 03224-252135
E-mail id: schakraborty.hdc@nic.in

Commercial Terms & Conditions

<u>SL NO</u>	<u>TERMS</u>	<u>RESPONSE</u>
1	Mere participation in e-tender 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	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.	AGREE
5	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.	AGREE
6	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
7	Due date of submission of tender will not be extended under any situation.	AGREE

8	EARNEST MONEY : As per NIT	AGREE
10	Tenders submitted 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
12	SCOPE OF WORK: As per Tender Document	AGREE
13	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, technical Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
14	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 technical Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. 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 Sr. Dy. Manager (P&E) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
15	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 website of KoPT and also may be inspected at the office of the Sr. Dy. Manager (P&E), Haldia Dock Complex, Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia, Dist. Purba Medinipur – 721604, on any working day before quoting for the Tender.	AGREE
17	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
18	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at KOLKATA.	AGREE
19	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.	AGREE
20	Bidders are advised to visit the site at Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly	AGREE

familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager (P&E) or his authorized representative at Coal Handling Plant 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.

- | | | |
|----|--|-------|
| 21 | VALIDITY:
The tender shall remain open for acceptance for a period of 120 (one hundred twenty) days from the date of opening of techno-commercial bid.

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. | AGREE |
| 22 | NON- RESPONSIVE BIDDER:
The offer/tender shall be treated as non-responsive, if:
4 months validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.

Offer / tender is submitted with any deviation from the tender terms & conditions. | AGREE |
| 23 | EARNEST MONEY AND SECURITY DEPOSIT:
As per tender Document | AGREE |
| 24 | PERFORMANCE GUARANTEE:
As per Tender document. | AGREE |
| 27 | PRICES:
Rate to be quoted in Indian Rupees (INR) through on line. The bidders shall quote his price as per Bill of Quantities in the price bid. | AGREE |
| 28 | Rate will have to be quoted as per Scope of Work, Technical Specification and Bill of Quantities and terms and conditions. | AGREE |
| 29 | The Bidder shall state clearly his quoted rates both in figure & word. | AGREE |
| 30 | Price(s) to be quoted should remain firm over the contract period. No price escalation is admissible. | AGREE |
| 31 | Unit Rate and Total Amount quoted should be inclusive of Taxes and Duties, other than Service Tax. Amount of Service Tax to be clearly indicated. | AGREE |
| 32 | EVALUATION CRITERIA:
As per relevant clause of Tender document. | AGREE |
| 33 | PAYMENT: | AGREE |

	As per Tender document	
34	PERIOD OF COMPLETION OF WORK: As Per Tender Document	AGREE
35	Location of work at the Dock Zone at HDC.	AGREE
36	Work is to be carried out as per Scope of Work, Technical specification, Bill of Quantities and Terms & Condition of the contract document.	AGREE
37	COMPENSATION/DISINCENTIVE AGAINST FAILURE TO ACHIEVE: As per Tender document.	AGREE
38	COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO FORCE MAJEURE: As per Tender Document.	AGREE
39	COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO CONTRACTOR'S EVENT OF DEFAULT: As per Tender Document.	AGREE
40	COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO EMPLOYER'S EVENT OF DEFAULT: As per Tender Document.	AGREE
41	TECHNICAL CAPACITY: As stipulated in Tender document.	AGREE
42	FINANCIAL CAPACITY: As stipulated in Tender document.	AGREE
43	DOCK PERMITS : RFID based Port Access Control & Tracking System is going to be commissioned at Haldia Dock Complex soon. Accordingly necessary fees for entering into the Dock premises will have to be paid by the intending / successful bidder.	AGREE
44	JURISDICTION OF COURT: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	AGREE
45	PERSONAL PROTECTIVE EQUIPMENT (PPE): Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. inside the dock premises.	AGREE

NOTICE INVITING TENDER**KOLKATA PORT TRUST, HALDIA DOCK COMPLEX
INVITES**

TENDER FOR “Drawing, Fabrication, machining (including material testing), painting, supply, delivery, installation, testing and commissioning of Surface Discharge Heads for different fire fighting pumps, installed at fire fighting pump house of 2nd oil jetty of Haldia Dock Complex”.

Tender Number:

Earnest Money	Non refundable Tender Fee	Date and Time of Pre-Bid Meeting [Off line]	Last Date and time submission of Tender	Opening of Techno commercial bid of Tender
Rs. 23,600 (Rupees Twenty three thousand six hundred only)	INR 500/- (Rupees Five Hundred only)	06-06-2017 at 11:00 hrs	23-06-2017 at 14:30 hrs	23-06-2017 at 15:00 hrs

Details of the Tender & Tender Documents are available in web site of MSTC (mstcecommerce.com).

The Tender information/NIT is also available in the websites of <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India (www.eprocure.gov.in).

Tender Document shall neither be issued by post nor sold.

PRE-QUALIFICATION CRITERIA

E- Tenders are invited on two Cover basis (i.e. Cover-I: Techno-Commercial Part & Cover-II: Price Part) for the above work from reliable, bona fide and experienced contractors who meet the following pre-qualification criteria:-

Eligibility Criteria:

(A) Qualification with respect to experience:

Experience of having successfully executed similar work during last 7 years ending on 15-05-2017 should be any of the following:-

- a) Three similar completed works each costing not less than Rs. 4.7 Lakhs.
or
- b) Two similar completed works each costing not less than Rs. 5.9 Lakhs.
or
- c) One similar completed work costing not less than Rs. 9.4 Lakhs.

Similar work means experience in i) Fabrication and machining of industrial components.
and / or

ii) Carrying out installation/repair of various equipments in fire fighting station of any industry.

(B) Qualification with respect to financial capability:

The firm should have average financial turn over of Rs. 3.5 Lakhs during the last three financial years ending on 31-03-2017.

(C) Claims for fulfilling the above criteria must be adequately supported by documents like work order, execution document, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years etc.

INSTRUCTIONS TO BIDDERS:

MODE OF SUBMISSION OF BID:

E- Tenders are to be submitted in two parts i.e. Part-I & Part-II.

Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any Deviation and Condition. Two separate parts i.e. Part-I & Part-II are to be submitted on line.

1.0 Part-I (Techno-Commercial Bid) shall be submitted on line and will contain the following documents :

- a. Brief particulars of the Firm.
- b. Order copy and Execution document of Similar Works as specified under 'eligibility criteria', previously carried out by the firm.
- c. A separate letter in the letterhead of the firm addressing to Sr. Dy. Manager (P&E), confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- d. Form of Tender duly filled in bidder's Letter Head.
- e. A declaration that the firms / group of companies / consortium have not been debarred / delisted by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- f. Documents related to registration under Service Tax Authority and ESI Authority, as applicable.
- g. VAT Registration Certificate/CST Certificate, as applicable.
- h. Excise Duty/Service tax (as applicable) Registration Certificate.
- i. Current Trade License, as applicable.
- j. Provident Fund Registration Certificate, as applicable.
- k. Copy of PAN card.
- l. Valid NSIC Certificate along with DIC's (District Industries Centre) Certificate in case of MSEs.

1.1 Part-II (Price Bid) shall be submitted on line without any condition or deviation.

Bidders are advised to submit offers based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation.

2.0 Kolkata Port Trust, Haldia Dock Complex will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

2.1 The work is to be done as described in Bid-document. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

2.2 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may

send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:

**Office of Sr. Dy. Manager (P&E),
Haldia Dock Complex.
Operational Administrative Building, 1st Floor, Chiranjibpur,
P.O. Haldia, Dist. Purba Medinipur - 721604**

2.3 The bidders may please note that Haldia Dock Complex, Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit Haldia Dock Complex, Kolkata Port Trust's Offices for making such inquiries. Should Haldia Dock Complex, Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Kolkata Port Trust.

2.4 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

2.5 EARNEST MONEY:-

The payment should be made as per instructions given in Annexure-A.

2.6 Refund of EMD :

Earnest Money Deposit shall be released / refunded to the unsuccessful bidders after award of contract to the successful Tenderer. In case, no Tender is found acceptable to KoPT, Earnest Money Deposit of all the Tenderers shall be released after the decision in this regard is finalized by KoPT. No interest shall be payable on the account of Earnest Money Deposit, in any case. Earnest Money deposit of the successful bidder would be converted into Security Deposit. Balance amount of Security Deposit to be submitted by the successful bidder as mentioned in the Security Deposit Clause.

2.7 Forfeiture of EMD:

Earnest Money may be liable to forfeiture at the option of the Trustees, if the Tenderer withdraws his offer within the validity period of the offer and / or alters / amends any terms and / or condition and / or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by the Kolkata Port Trust in writing) making it unacceptable to the KoPT; For the purpose of this provision, the validity period shall include any / all extension thereof agreed by the Tenderer in writing. The Trustees shall also be at liberty to deduct any of their dues from Earnest Money.

2.8 SECURITY DEPOSIT:

Successful Tenderer will have to deposit 5% of the basic order value within 15 days from the date of receipt of order by Account Payee Draft of a Nationalized Bank of India/Scheduled Commercial Bank - drawn in favour of Haldia Dock Complex and payable at Haldia which shall be retained as Security Deposit till successful expiry of the guarantee

period. The Security Deposit will be refunded, without interest, after successful execution of the order and completion of the guarantee period.

2.8.1 KoPT, HDC shall encash the Bank Guarantee in the event of the contractor failing to complete the work as per tender specification, at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.

2.8.2 The Sr. Dy. Manager (P&E), HDC shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.

2.8.3 After the issuance of LOI, Security Deposit will have to be submitted within 15 (Fifteen) days

2.8.4 Trustee's are not bound to accept the lowest or any tender and no reason would be assigned in this regard.

4.SPECIAL CONDITIONS OF CONTRACT

4.1. MODE OF WORK :

The contractor will have to visit site and take material sample of existing surface discharge head for composition testing and incorporate the same in the drawing. Material testing must be done from a government approved laboratories.

The Contractor will have to prepare drawing of each type of existing surface Discharge Heads. These drawings and material test report will have to be submitted by the Contractor for obtaining approval from Haldia Dock Complex within 15 days from the date of placement of order. Based on the above approved drawings and material testing report, fabrication, machining, painting etc. to be carried out by the Contractor. Supply, delivery, installation, testing and commissioning at the site to be done by the Contractor. If required, during manufacturing process, the contractor may be allowed to take the existing surface discharge head from HDC to their works, subject to availability of the same, at their risk and expenses, against submission of Indemnity Bond. However, in such case, the existing surface discharge head to be returned to the HDC within 30 days.

4.2. PRICE BASIS:

Quoted price shall be based on Free Door Delivery at 2nd Oil Jetty Sub-store and shall be inclusive of charges for preparation of drawing, material test, manufacturing, supply, delivery at site, installation, testing, commissioning, transportation, handling, transit risk insurance, and guarantee support and all taxes and duties except excise duty and service tax, if applicable. Rate of excise duty and service tax to be intimated separately.

4.3. EXCISE DUTIES:

Please indicate present rate of Excise Duty, if applicable. However, rates of Excise Duty prevailing at the time of delivery will be considered. Excise Duty will be paid against submission of CENVAT-able documents only. Amount of ED would not be considered for evaluation.

4.4. GOODS & SERVICES TAX (GST):

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 in a separate sheet 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.

4.5. PAYMENT TERMS:

100% progressive payment will be made within **30 days** from the date of successful commissioning against each group of items i.e. **(1+2), (3+4) & (5+6) (See Annex - E)** and on submission of unambiguous bill along with all relevant documents like **Receipted Challan, Inspection Report, Commissioning Report etc.** Payment will be made through Bank of the Contractor.

The following information, regarding their banker, to be submitted by the tenderer in their offer:

- a) Name of the banker :
- b) Savings/Current Account Number :
- c) Banker's Branch Code and address :
- d) MICR Code :

4.6. DELIVERY PERIOD:

The delivery of the Surface Discharge Heads should be completed as per following sequence:

- 1) Item Sl. no. 3 & 4 (See Annexure E): To be delivered and commissioned within **05 months** from the date of placement of order,
- 2) Item Sl. no. 1 & 2 (See Annexure E): To be delivered and commissioned within **07 months** from the date of placement of order,
- 3) Item Sl. no. 5 & 6 (See Annexure E): To be delivered and commissioned within **09 months** from the date of placement of order.

4.7. INSPECTION:

Inspection of the materials will be carried out by the Sr. Dy. Manager (P&E) or his authorized representative(s), at the contractor's premises prior to dispatch. 07 days advance notice to be given in this regard. Inspection will be carried out as per internal inspection report. However, the above inspection will not relieve the contractor for all the liabilities of fitment of the spares in the original equipment at HDC, performance of the items and the subsequent guarantee of the spares as per clause no. 7 of the enquiry. The cost of inspection and all test and/or analysis shall be borne by you. All internal test certificates to be submitted by you at the time of inspection by Sr. Dy. Manager (P&E) or his authorized representative(s).

4.8. GUARANTEE:

The materials will have to be guaranteed for 12 months from the date of commissioning, against manufacturing defect and bad workmanship.

4.9. FITMENT CERTIFICATE

The Contractor will have to submit fitment certificate against all items of the bill of quantities.

4.10. LIQUIDATE DAMAGE CLAUSE:

For delay in commissioning LD Clause would be applicable @ ½ % for every week or part thereof of the value of each item provided always the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the value of each item. Service Tax at prevailing rate will be applicable on LD amount.

4.11. PACKING:

Contractor shall be responsible for proper packing and delivery of the materials. Contractor should pack the materials in proper way at contractor own cost for protection against any damage, loss or breakage, etc.

4.12. CENVAT CREDIT:

In order to avail benefit of CENVAT CREDIT, Contractor will have to produce relevant E.D. gate pass during supply of the materials if Excise Duty is applicable.

4.13. SAFETY:

The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules / regulation.

The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work and in case of failure to do so, KoPT shall provide the same and recover the cost thereof from any amount due to which may become due to the contractor or from any amount lying with them or under their control.

4.14. WORKMEN'S COMPENSATION:

The contractor shall indemnify HDC in the event of HDC being held liable to pay compensation for injury to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act. The contractor shall keep the insurance policy renewed, from time to time as necessary, for the duration of the contract and produce the same to the Engineer.

4.15. LABOUR LAWS:

The contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the contractor for execution of the work.

4.16. APPLICABILITY OF LAWS ON THE CONTRACT:

The contract shall be governed by all relevant Indian Acts, as applicable, only within the jurisdiction of the Honorable High Court of Kolkata, India, including the following Acts:

- i) The Indian Contract Act, 1872.
- ii) The Major Port Trust Act, 1963.
- iii) The Workmen's Compensation Act, 1923.
- iv) The Minimum Wages Act, 1948.
- v) The Contract Labour (Regulation & Abolition) Act, 1970.
- vi) Dock Workers (Safety, Health & Welfare) Act 1987.
- vii) The Indian Arbitration Act (1940) (in the case of definite Arbitration Agreement only).
- viii) Indian Arbitration and Conciliation Act, 1996.

Unless otherwise specified, all the Laws/ Rules / Acts etc. mentioned in different clauses of this Tender Document should be considered as Laws/ Rules / Acts etc. applicable in India.

4.17. THE TENDERER TO INFORM HIMSELF FULLY :

- i. This Tender Document includes all Instructions, General Conditions of Contract, Special Conditions of Contract, Scope of Work, etc.), considering all addenda (if any) required to be issued subsequently. The Tenderer shall clearly understand that they will be strictly required to conform to all terms & conditions of the Tender Document [considering all addenda (if any) issued] 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 of any of the terms & conditions.
- ii. The Tenderer shall be deemed to have examined the Tender Document [including all Instructions, General & Special Conditions of Contract, Scope of Work, etc.], considering all addenda (if any) issued, visited the site and surroundings and to have obtained all necessary information in all the matters whatsoever that might influence while carrying out the works as per the conditions of the tender and to satisfy themselves to sufficiency of their tender, etc.

The Tenderer is advised to acquaint them with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal and Govt. of India and other statutory bodies from time to time. The Tenderer shall be deemed to have examined and collected all necessary information as to risk, contingencies and other circumstances, which may influence or affect the tender.

Failure to comply with the requirement of the Tender submission will be at the Tenderer's own risk.

Failure to visit the site will no way relieve the contractor of any of their obligation in performing the work and liabilities and responsibilities thereof in accordance with the contract.

- iii. Tenderer shall bear all costs associated with the preparation and submission of their tender and HDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- iv. The Tenderers are requested to ensure that the Tender (both Techno-Commercial Bid and Price Bid) are submitted after full consideration/understanding of the work envisaged in the job related to Material Testing, Drawing, Fabrication, machining, painting, supply, delivery, installation, testing and commissioning of Surface Discharge Heads for different fire fighting pumps, installed at fire fighting pump house of 2nd oil jetty of Haldia Dock Complex.

4.18. AMENDMENTS:

- 4.18.1. At any time, prior to the last date for submission of tenders, HDC reserves the right to amend and modify the Tender Document by issuing Addenda.
- 4.18.2. Any Addendum, thus issued, shall form part of the Tender Document and shall be communicated in advance and will be hosted in the website of MSTC along with the original Tender Document. Such Addendum shall be binding upon the Tenderers. HDC, may, at their discretion, extend the last date for submission of the tenders, to enable the Tenderers to have reasonable time to submit their Tender after taking into consideration of such amendments.

4.19. OPENING OF PRICE BID:

"PRICE BID" [of the bidders, who qualify in the Techno-commercial bid {i.e. who are found eligible as per the Eligibility Criteria of this Tender and who accept all Techno-Commercial Terms & Conditions of the Tender Document (considering all Addenda, if any, issued)}], will be opened on a later date upon due intimation to the concerned Tenderers at their address furnished by them in their Tender.

4.20. EVALUATION CRITERIA:

a) Evaluation with respect to Priced Bill of Quantities (BoQ) :

- i) While evaluating the Price Bid, the unit rates quoted by the Tenderers against all items, including all Taxes and duties and other Levies etc (except Service Tax & Educational Cess & Excise Duty), shall be considered for evaluation. No Service Tax, excise duty & Educational Cess will be added with the quoted price at the time of evaluation.

The unit rates, quoted by the tenderers, against each item will be multiplied by the respective quantity indicated in the BoQ to obtain the amount against each item.

The amount against each item, thus arrived, will be added to obtain the total amount.

Selection of the successful tenderer will be made on the basis of the lowest total amount for the aforesaid work thus arrived.

- ii) In case it is found that the lowest total amount [arrived as per the above procedure] is same for two or more Tenderers and their offers become the lowest offers, the respective Tenderers will be given chance to offer a discount (to be applicable to all items of BoQ).

4.21. PERMIT CHARGE:

Permit Charges for workmen, vehicle etc. for execution of job inside Dock area would be payable by the Contractor as per scale of rate of Kolkata Port Trust. The existing charges for manpower and vehicle would be as follows:

Sl. No.	Description	Rate in (In INR)
1.	Dock Permit per person	8.50 per daily permit (Maximum 12 hrs. validity). 229.50 per monthly permit 690.25 per quarterly permit 2295.00 per annual permit 3672.00 per biennial permit
2.	Dock Permit per vehicle and circular permit for vehicle carrying ship's gear and stores (inclusive of overnight stayal).	42.53 per daily permit 1148.31 per monthly permit 2296.62 per quarterly permit 4593.24 per annual permit
3.	Dock Permit for mobile crane/ Reach Stacker/ Toplifter (inclusive of overnight stayal)/ Dumper / Payloader	170.10 per daily permit 4592.70 per monthly permit 9184.40 per quarterly permit 18370.80 per annual permit
4.	Dock Permit for cart (inclusive of overnight stayal).	17.00 per daily permit 459.99 per monthly permit 1239.30 per quarterly permit 4461.68 per annual permit.

4.22. Arbitration:

In case of any dispute being referred to arbitration in terms of General Conditions of Contract, same would be held as per provision of Arbitration and Conciliation (Amendment) Act 2015.

5: SCOPE OF WORK

BRIEF DESCRIPTION: Fire fighting pump house of 2nd Oil Jetty of Haldia Dock Complex contains 2 (two) nos. Diesel Engine driven pump, one no. HT motor driven pump and 2 (two) nos. Jockey Pump. Surface Discharge Head of all these pumps have got worn out due to prolonged use for more than 20 (twenty) years. It has been decided to replace the worn out surface discharge heads of all the above mentioned pumps.

JOB REQUIREMENT: The successful bidder would carry out Material Testing, Drawing, Fabrication, machining, painting, supply, delivery, installation, testing and commissioning of Surface Discharge Heads of different pumps installed at Fire fighting pump house of 2nd Oil Jetty. All intending bidders are requested to visit site before quoting to have through conception regarding the construction and function of surface discharge heads.

5.1 MATERIAL TESTING : The contractor will have to visit site and take material sample from existing surface discharge head for composition testing and incorporate the same in the drawing. Material testing must be done from a government approved laboratories.

5.2 DRAWING APPROVAL : The contractor will have to prepare drawing of each type of existing surface Discharge Heads. These drawings and material test report will have to be submitted by the bidder for obtaining approval from Haldia Dock Complex within 15 days from the date of placement of order. Based on the above approved drawings and material testing report, fabrication, machining, painting etc. to be carried out by the bidder. However, this approval of drawing will not relieve the contractor of their responsibility in connection with execution, proper fitting and satisfactory performance of the surface discharge head. The contractor will have to submit QAP (Quality Assurance Plan) and get it approved from HDC before taking the work.

Supply, delivery, installation, testing and commissioning at the site to be done by the contractor. If required, during manufacturing process, the contractor may be allowed to take the existing surface discharge head from HDC to their works against submission of Indemnity Bond. However, in such case, the existing surface discharge head to be returned to HDC within 30 days.

5.3 FABRICATION, MACHINING & PAINTING : After approval of the drawing from HDC, Fabrication, machining and painting of the surface discharge heads to be done by the contractor at their own premises. Pre dispatch Inspection of each item would be carried out at the works of the contractor by the representative of HDC. All paint should be used from amongst the following make/brand: Berger Paint/Shalimer Paint/ICI/Jenson & Nicholson/Asian Paint.

5.4 TOOLS AND TACKLES: All tools and consumables including man power required for proper dismantling and installation of surface discharge head to be arranged and paid by the contractor.

5.5 DISMANTLING AND INSTALLATION: After delivery of Surface discharge heads at HDC, the contractor will have to dismantle the old discharge heads and install the new surface discharge heads at their own cost and arrangement. Dismantling of old surface discharge head and installation of new item must be completed within 7 days. Only One pump should be dismantled at a time by the contractor. Dismantling of subsequent pumps can be initiated by the contractor only after successful commissioning of earlier pump.

5.6 SCRAP : All the Scrap items generated from the old surface discharge head will have to be submitted to HDC free of cost . None of the old items will be allowed to be taken by the contractor.

5.7 TESTING, TRIAL RUN AND COMMISSIONING: After installation of the new surface discharge heads, testing and trial run of the new surface discharge heads would be carried out by HDC for seven days. Thereafter commissioning of the said surface discharge head would be commissioned in presence of the contractor.

Annexure – E**BILL OF QUANTITIES (BoQ)**
PRICE BID**Preamble:**

1. The amount of Excise duty & Service Tax & related Cess thereupon will be reimbursed by HDC, KoPT as applicable on production of CENVATABLE Document.
2. All rates quoted by the bidder should remain firm during the validity period of the tender, including any / all extension thereof, agreed by the bidder. In case, of finalization of order in favor of the bidder, the above rates should remain firm up to successful commissioning of all pumps i.e. no variation towards cost of materials, labors, etc. shall be payable.

Sl. no.	Description of item.	Qty.	Unit rate (in Rs.) Without taxes and duties F.O.R Haldia site store basis.	Total Amount (in Rs.) Without taxes and duties F.O.R Haldia site store basis <u>C=AXB</u>
		<u>A</u>	<u>B</u>	
1	Drawing, Fabrication, machining (including material testing), painting, supply, delivery, of Surface Discharge Heads of Diesel Engine driven fire fighting pumps, installed at fire fighting pump house of 2nd oil jetty of Haldia Dock Complex.	2 nos.		
2	Dismantling of existing Surface Discharge Heads and Installation, testing & commissioning of item Serial no 1.	2 nos.		
3	Drawing, Fabrication, machining (including material testing), painting, supply, delivery of Surface Discharge Heads of HT Motor driven fire fighting pump, installed at fire fighting pump house of 2nd oil jetty of Haldia Dock Complex.	1 nos.		
4	Dismantling of existing Surface Discharge Heads and Installation, testing & commissioning of item Serial no 3.	1 nos.		
5	Drawing, Fabrication, machining (including material testing), painting, supply, delivery of Surface Discharge Heads of jockey pumps, installed at fire fighting pump house of 2nd oil jetty of Haldia Dock Complex.	2 nos.		
6	Dismantling of existing Surface Discharge Heads and Installation, testing & commissioning of item Serial no 5.	2 nos.		

Signature of the witness
with date

Full signature of the Contractor
with date and Office Seal

FORM OF TENDER

To
The Sr. Dy. Manager (P&E),
Operational Administrative Building,
Chiranjibpur, Haldia Dock Complex,
Kolkata Port Trust, P.O.- Haldia,
Dist.- Purba Medinipur, Pin.- 721604.

Dear Sir,

We, M/s.....having read and fully understood the specification, conditions of Tender and General Conditions of Contract hereby Tender for "**Drawing, Fabrication, machining (including material testing), painting, supply, delivery, installation, testing and commissioning of Surface Discharge Heads for different fire fighting pumps, installed at fire fighting pump house of 2nd oil jetty of Haldia Dock Complex**", in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

We hereby agree that the said Specification, Conditions of Tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ General Manager (Fin.), I/C Rs..... vide Receipt No.....dated.....as Earnest Money, Photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this Tender for a period of 120 days from the closing date of this Tender and in default of our so doing, the Earnest Money of **Rs. 23,600 (Rupees Twenty three thousand six hundred only)** deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust, Haldia Dock Complex ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port Trust, Haldia Dock Complex may cancel our Tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

Dated :-

Yours faithfully

Full Address

Signature
(Seal)

.....

Note: All blank spaces to be filled in by the Tenderer and be submitted along with tender.

**PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit) to be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To

The Board of Trustees
For the Port of Kolkata, Haldia

BANK GUARANTEE NO.....DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, Haldia, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order) in terms of the Work Order No.....dated(hereinafter referred to as the 'Contract'), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We, Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We ... Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust, Haldia Dock Complex" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us..... (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, decline or fail or neglect to honour the

Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us.....Bank.....Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....2017 and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of Terms and Conditions relating to the said contract and we..... Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch.

5. We,.....Bank.Branch, lastly undertake not to
revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)