कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX
सामग्री प्रबंधन प्रभाग, जवाहर टावर, द्वितीय तल,
Office of M.M Division, Jawahar Tower, 2nd floor,
पो. : - हल्दिया टाउनशिप, जिला:- पूर्ब मेदिनीपुर
P.O. - Haldia Township, Dist: Purba Medinipur
Phone: +913224-263256 Fax: +913224 263255 E-mail: dtudu.hdc@nic.in

ISO 9001:2008 Certified by IRQS
MGMT. SYS. RvA C 071

TENDER NOTICE FOR WEB SITE ADVERTISEMENT

TENDER NO: HDC/MM/LT-15/20/85

SCOPE OF WORK:

Sealed tenders are invited in two bid system from **Manufacturers/ Authorised Dealers/ Authorised Stockiest/ Suppliers** for Supply and delivery of **"DIFFERENT TYPES OF CONSUMABLES"** as per the tender BOQ to Haldia Dock Complex, Haldia.

PRE-QUALIFICATION CRITERIA OF BIDDERS :

Following documents(Photo copies) as appended below must be submitted along with the offer otherwise offer(s) submitted by the bidder(s) will not be considered for evaluation :

1. Documentary evidence of supply of **similar items** in various supply Contracts during the last five (5) years of total Cumulative values not less than **Rs. 43,200.000** which should be substantiated by Producing Order Copy along with Certificate of execution/ Receipted Challan copy / Tax Invoice/ Excise Invoice/ Consignment Note etc. as required by the Tender Issuing Authority.
2. Photo copy of **GST** Registration Certificate/Provisional No.

IMPORTANT DATE AND TIMES:

Last Date of Submission	**00/08/17**	**Time**	**3.00P.M.**	**Opening Date**	**06/09/17**	**Time**	**3.30 P.M.**
Last Date of Collection of Bid Document				**06/09/17 upto 1.00 P.M.**			
EARNEST MONEY				**Rs. 720.00** (Rupees Seven Hundred Twenty Only)			
Time of Completion				**Within 30 days from the date of receipt of Order.**			

Tender Authority:

The Manager (Materials Management)
Haldia Dock Complex.
Jawahar Tower (2nd Floor),
P.O. Haldia Township, Dist. Midnapore(E) – 721 607
Ph: 03224- 263255/264496, Fax No: 03224-263255
E – Mail : psbrahma@kopt.in

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Other Instructions:

Tender document may be collected [from The Office of the Manager (Materials Management)] in person or by post on request with the undertaking that they meet the pre-qualification criteria. **Our Phone nos. Ph. No. 03224-263256/ 263266. Fax no.-(03224)-263255. E-mail– dtudu.hdc@nic.in**

The tender document may also be down loaded from our website.

Cost of Tender papers (non-refundable) Rs. **100=00** (Rupees **One Hundred** only).
Tender papers can be issued by post. For this, an additional amount of Rs. **100.00** (Rupees one hundred only) should be sent as cost of Bid documents by Banker's Cheque/ Demand Draft of a Scheduled Bank of India drawn in favor of Haldia Dock Complex, Kolkata Port Trust, payable at Haldia. For postal delay/ mutilation, HDC will not be responsible.

Mere issue of Tender Document will not mean that the bidder will be considered qualified. Such qualification will be scrutinized at the time of evaluation of bids and if not found satisfactory, their bids may be rejected
The Trustees reserve the right to reject or to accept the tender in whole or in part without assigning any reason thereof.

DOWNLOADING:-
Bidder downloading the tender document should submit the tender cost of Rs.**200.00** (Two hundred only) separately in Envelope -1 of their offer otherwise their offer may be rejected.

(Payment for Cost of Tender Document is exempted in case of MSEs registered with NSIC under Single Point Registration Scheme.

Cost of Tender Papers (non-refundable) Rs. **100=00** (Rupees **One hundred** only).

1. Tender paper will be issued on any working days of HDC from 10.00 A.M. to 1.00 P.M. Last date for issue of tender paper is **06/09/2017**
2. HDC / KoPT reserves the rights to reject all tenders or to accept any tender in whole or part without assigning any reason thereof.
3. In case there is an unscheduled HOLIDAY / BANDH / STRIKE on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same.
4. Mere issue of Tender Document and submission of tender will not mean that the bidder will be automatically considered qualified and their bids will be entertained. The prequalification of all the bidders shall be verified at the time of evaluation of bids.
5. Tender document can be downloaded by the Bidders. Bidder **downloading** the tender document must submit the Cost of tender document of Rs. **100/-** separately by D.D. along with their offer otherwise their offer will be rejected summarily.
6. Tender papers can be issued by post. For this, an additional amount of Rs. **100.00** (Rupees one hundred only) should be sent over and above the cost of Tender document mentioned above (non-refundable) by Banker's Cheque / Demand Draft of any Nationalized Bank of India drawn in favour of Kolkata Port Trust, Haldia Dock Complex, **payable at Haldia**. Request for issue of Tender document by post must reach this office at least **7 working days** before the due date of tender, after which no tender document will be issued by post. For postal delay / mutilation, HDC will not be responsible.

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7. **For Micro & Small Enterprises(MSEs) registered with NSIC: -**

7.1 **Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.**

7.2 **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.**

7.3 **Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate/ Udyog Adhar certificate has to be submitted along with the bid.**

7.4 **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.**

8. **Price Bids (Part-II)** of only those eligible bidders who's Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.

9. **Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NISC(Under Single point Registration Scheme)**

10. Other details are in the Tender Document.

Manager (MM),
Haldia Dock complex

FORM – A

DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT

****COMPLETE THIS FORM AND SUBMIT IT ALONG WITH YOUR EARNEST MONEY****

Manager (MM),
Haldia Dock Complex

Tender No.	**HDC/MM/LT-15/20/85**
Name of work / Item Description:	SUPPLY AND DELIVERY OF " **DIFFERENT TRYPES OF CONSUMABLES** "

Name

Address:

Contact Person Name:

Phone:

Fax:

E-Mail Address:

Have you studied the Pre-Qualification requirement of the selected tender?	
Is the company having valid **GST** Registration Certificate/Provisional No.?	**YES / NO**
Is the Company meeting the pre-qualifying criteria mentioned in the NIT?	**YES / NO**
Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.	**YES / NO**
Do you confirm that the hard copy of tender being submitted is Identical to the one downloaded from our web site? In case the same is found altered / modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tender.	**YES**

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

Date: _____

_____
Signature of the Tenderer of Office Seal

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ISO 9001:2008 Certified by IRQS
MGMT. SYS. RvA C 071

TENDER NO: HDC/MM/LT-15/20/85
To,

Dear Sirs,

Sub: Tender for supply and delivery of "DIFFERENT TRYPES OFCONSUMABLES" to Haldia Dock Complex

Sealed Offers are invited on behalf of Haldia Dock Complex (HDC); KOLKATA PORT TRUST (KoPT) for the subject supply and delivery work at Haldia in accordance with the Trustees' sanctioned General Conditions of Contract (1993), attached Terms and Conditions of Tender, particular Specifications and detailed Bill of Quantities. Trustees' sanctioned General Conditions of Contract (1993) are the integral part of the tender document and same will be applicable for this tender. The above-mentioned General Conditions of Contract may inspected at the office of the Manager(MM), HDC on any working day before quoting of tender. Salient points and brief guidelines are given in the following Paragraphs:-

1.1 **TIME OF COMPLETION** : As mentioned in Terms and Conditions of Tender.

1.2 LAST DATE & TIME FOR ISSUE BY HAND OF TENDER DOCUMENT : **1-00 P.M. on 06/09/17**

1.3 LAST DATE & TIME FOR RECEIPT OF BID : **3-00 P.M. on 06/09/17**

1.4 DATE & TIME FOR OPENING OF BIDS : **3-30 P.M. on 06/09/17**

2.1 **DOWNLOADING OF TENDER DOCUMENT :**

2.1 The bidder may DOWNLOAD the tender document from our website www.kolkataporttrust.gov.in

2.2 The tender cost of **Rs. 100.00**(Rupees One hundred only) (non-refundable) should be submitted separately by Demand Draft / Pay order / Bankers Cheque of any Nationalized Bank / Scheduled Bank of India, drawn in favour of **KOLKATA PORT TRUST, HALDIA DOCK COMPLEX** and **payable at Haldia** along with their offer in **Envelope – 1**.

2.3 Tenders which are submitted without Tender cost will be rejected.

3. **EARNEST MONEY :**

3.1 **An Earnest Money deposit of Rs.720.00 (Rupees Seven Hundred Twenty only) must accompany the Tender.**

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3.2 Earnest Money must be deposited by Demand Draft / Pay order / Bankers Cheque of any Nationalized Bank / Scheduled Bank of India, drawn in favour of **KOLKATA PORT TRUST, HALDIA DOCK COMPLEX and payable at Haldia.**

3.3 **Earnest Money in form of Banker's Cheque / Demand Draft / Pay order shall be submitted in a separate sealed envelope marked "EARNEST MONEY" and super scribed with the title of the work, Tender No. Bidder's identity, etc..**

3.4 Tenders which are submitted without requisite Earnest Money are liable to be rejected.

3.5 **For Micro and Small Enterprises (MSE's) registered with NSIC under single point registration scheme are exempted** from payment of **Earnest Money.** Copy of **valid NSIC purchase enlistment certificate along with registration of listed items must be submitted.** The bidder must submit **photocopies** of **Single Point Registration Certificate and document including list of items being manufactured as mentioned by NSIC in a separate envelope Earmarked for Earnest Money, failing which tender will be rejected.**

3.6 **Micro & Small Enterprises (M S Es) registered with NSIC: - Please see "Clause No. 7, 7.1, 7.2, 7.3 & 7.4 of Tender Notice (Page No-3) and clause No. 7.1 of Tender Terms and conditions (Page No.-12)".**

3.7 Tenders which are submitted without requisite Earnest Money will be rejected.

4.0 **MODE OF SUBMISSION OF BID: (READ THE INSTRUCTIONS OF THIS CLAUSE VERY CAREFULLY).**

4.1 All covering letters and information to be included in the Bid shall be submitted in duplicate along with the Bid itself.

4.2 The Bid should be submitted in three separate sealed and marked (as Detailed in 4.3) envelopes. Bidders are requested to strictly adhere to these guide-lines while preparing and submitting their bids. Flaws such as improper marking of envelopes, non–inclusion of required documents and enclosing documents in the wrong envelopes may lead to rejection of the Bid.

4.3 The three sealed envelopes shall be filled and marked in accordance to the following instruction :

4.3.1 **Envelope — 1: EARNEST MONEY & TENDER COST** (FOR DOWNLOADED TENDERS)/ AND **SINGLE POINT REGISTARION CERTIFICATE** of **NSIC** (**IN CASE OF MSE'S**) ONLY. CONTENTS :

4.3.2 Earnest Money in the form of Banker's Cheque/Demand Draft for the requisite amount specified in the Tender documents.

4.3.3 Tender cost for Downloaded tenders from website.

4.3.4 **MARKINGS:** (i) Mark "**EARNEST MONEY / TENDER COST & SINGLE POINT REGISTARION CERTIFICATE'**, the name of the work and the bid number in block capital letters across the top of the envelope.

(ii) Write the full name, the postal address and the telephone nos./ fax nos./ e-mail Address of the Bidder on the lower left portion of the envelope.

4.3.5 **Envelope 2:** TECHNICAL AND COMMERCIAL OFFER WITHOUT PRICE QUOTATION.
Envelopes —1 and **2** together constitute Part —1 of the Bid.

4.3.6 **CONTENTS:** (i) One copy of the tender document marked 'ORIGINAL', complete in all respects, with the Bidder's signature and official seal appended to every page.

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(ii) 'Declaration of the Bidder' completed in all respects with the Bidder's signature and seal affixed.

(iii) Un-priced Bill of Quantities duly signed and stamped on all pages. (**Prices are NOT to be filled in this part**).

(iv) All documents/ certificates which are required by relevant Tender stipulations.

(v) Any additional documents containing technical/commercial information etc. that the Bidder may wish to furnish.

4.3.7 **MARKING :**

(i) Mark "TECHNO-COMMERCIAL BID', the name of the work and the bid number in block capital letters across the top.

(ii) Write the full name, the postal address and the telephone nos./fax nos./ e-mail address of the Bidder on the lower left portion of the envelope.

4.3.8 **Envelope 3:** Price bid of Quantities. (Part –II of the Bid)

4.3.9 **MARKING :**

(i) Mark "**PRICE BID**", the name of the work and the bid number in block capital letters across the top.

ii) Write the full name, the postal address and the telegraphic / fax / e –mail address, of the Bidder on the lower left portion of the envelope.

4.4 **Main Envelope :** Finally, the bidder should enclose all the three envelopes in one envelope with the following MARKINGS:

(i) Write clearly "Contents of the Main Envelope"

a) **Envelope 1 : Earnest Money and Tender Cost**

b) **Envelope 2 : Techno-Commercial Bid** (Sample to be submitted in separate cover)

c) **Envelope 3 : Price Bid**

(ii) Write the full name, the postal address and the telephone nos./ fax nos./e-mail address of the Bidder on the lower left portion of the envelope.

5.0 **OPENING OF BID :**

a) The Main Envelope followed by the Earnest Money, Tender Cost/MSEs Documents Envelope & Technical-commercial Bids (Part-I) will be opened on the date and time mentioned earlier, at the office of the undersigned. Any Bidder who wishes to be present at the time of opening may do so.

b) Of the two envelopes submitted by the Bidders in Part 1, the Earnest Money envelope will be opened first, if it is found that requisite Earnest Money has not been submitted in the right form, the second envelope i.e. the Techno-Commercial Bid will not be opened.

c) Price bids of only those eligible bidders whose Part - 1 Bids are complete and in order as per tender terms stated in tender document, shall be opened in the presence of Bidders or their authorized representatives on time and date to be intimated later separately.

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6.0 Ko. P. T. reserves the right to reject any or all Bids and also to accept any Tender in part or as a whole without assigning any reason thereof.

7.0 Bids received after the stipulated date and time due to any reason whatsoever will not be considered. Ko. P. T. will not be responsible for the loss of the Bid document or for delays in postal transit.

8.0 Other details are in the Tender Document.

9.0 **Due date of submission of tender will not be extended under any situation.**

With Regards,

Manager (MM),
Haldia Dock Complex

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HALDIA DOCK COMPLEX

Terms and Conditions of Tender

1.0 GENERAL:

1.1 The Terms and Conditions of the tender must be read in conjunction with the General Condition of Contract (1993), Bill of Quantities and other documents forming part of this Contract.

1.2 The Contract will include Ko. P. T.'s Tender Document together with the General Conditions of Contract and the bidder's offer as finally accepted by Ko .P. T. together with Addenda, if there be any. Trustees' sanctioned General Conditions of Contract (1993) are the integral part of the tender document and same will be applicable for this tender.

1.3 If Bidders find discrepancies or omissions or have any doubt as the meaning or intent of any part of the Tender document, they should write to the Manager (MM), who will send a written explanation to all Bidders.

1.4 The several documents forming the contract shall be taken as mutually explanatory to one another, and, in the case of discrepancies, the Bill of Quantities shall prevail over the Terms and Conditions, and the Terms and Conditions, over the General Conditions of Contract. In case of any dispute, question or difference, either during the execution of the Contract or at any other time, regarding any matter connected to or arising out of this Contract, the decision of the Manager (MM) pertaining to the issue of contention shall be final and binding upon all parties.

1.5 The Trustees reserve the right to issue addendum/obtain revised commercial bids, to the extent necessary and in the areas required, from technically acceptable Bidders.

1.6 The Contract shall be governed by all relevant Indian Acts, applicable only within the jurisdiction of the High Court at KOLKATA.

1.7 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, without assigning any reason.

1.8 VALIDITY OF TENDER :

The Tender shall remain open for acceptance for a period of **120 Days** from the date of opening of the same. If, before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and/or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/Sanctioning Authority.

2.0 RELEASE OF EARNEST MONEY:

2.1 Unsuccessful Bidders will be informed about release of Earnest Money after processing of the Tender has been completed. The Earnest Money received will be refunded to the unsuccessful Bidder without any interest. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit.

3.0 SECURITY DEPOSIT:

3.1 The Security Deposit shall be equal to 5% of the basic Value of the order. Balance Security Deposit shall have to be deposited in cash or by Banker's cheque or by demand draft of any Nationalised Bank / Scheduled Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia, by the successful Bidder within 30 days from the date of placement of order. Failing this, the trustees reserve the right to cancel the acceptance and forfeit the earnest Money.

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2.3 If the Contract value aggregates to Rupees One Lakh and above, the Bidder may offer a Bank Guarantee in the Trustees' prescribed pro-forma (contained in the General Conditions of Contract) from any Nationalised Bank / Scheduled Bank of India having a branch at Haldia or, in Kolkata in lieu of the Security Deposit.

2.4 The Security Deposit shall be refunded without interest after execution of order and expiry of guarantee period satisfactory.

2.5 In the event of the Supplier failing to execute the Order within the stipulated time without sufficient reasons acceptable to the Trustees, Security Money may be forfeited and the Order may be cancelled.

3.0 **SCOPE OF WORK :**

3.1 The work comprises supply and delivery including unloading and stacking of materials as specified in the bill of quantities at Central Store/Site Stores as per directives of Manager (MM) of Haldia Dock Complex.

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

4.1 The Bids can be submitted only in the name of the party in whose name the Bid Documents had been issued. Intending Bidders should take into account all costs and expenses incurred by them in connection with the preparation and delivery of their Bids.

4.2 Bidders are advised to visit Central Store (MM) Division Haldia Dock Complex in order to familiarize themselves thoroughly with the site conditions, existing road facilities etc. prior to submission of their Bids. Non-adherence to the guideline suggested above will not, in any way, relieve the Bidder of any of their obligation, in performing the work in accordance with the Tender Document within the quoted rate.

4.3 The Bid document shall be complete in all respects, free from ambiguity and shall be submitted together with requisite information and appendices. They shall be signed and sealed on every page by the Bidder.

4.4 Bidders shall set their quotations in firm figures and without qualifications. Each figure should be stated both in numerical and in words. In the events of a discrepancy, the following procedure shall be adopted to arrive at the final figure :

4.4.1 When the rate given in figures differs from the rate stated in words, the rate which corresponds to the amount quoted by the Bidder shall be taken as correct.

4.4.2 When the amount for an item has not been worked out by the Bidder, or it does not correspond to the rates written either in words or in figures, then the rate quoted in words shall be considered the correct one and the amount shall be computed accordingly.

4.4.3 When the rate quoted by the Bidder in words matches the rate quoted in figures, but the amount has not been calculated correctly, then the rate quoted by the Bidder shall be taken to be correct and the amount shall be computed accordingly. Bids containing qualifying expressions are liable to be rejected.

4.5 The quoted offers should be written in clear and legible characters and free of erasures. Corrections if any are to be effected by striking a single line through the cancelled words or figures, and writing the correct figures/ words neatly in firm, legible characters.

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4.6 The Bidder should sign the "DECLARATION OF THE BIDDER" to signify their unequivocal acceptance of all terms and conditions, and return the same along with their offer.

4.7 The Tender is to be submitted in 3 (Three) separate Envelopes containing, respectively, the Earnest Money & tender cost, the Technical and Commercial Offer and the Price Bid. These envelopes should be marked clearly and should contain the appropriate documents. Bidders are strongly advised to study the instructions laid down in the covering letter for more detailed information in this regard. The offers not accompanied with requisite Earnest Money & tender cost will not be opened and will be rejected without any consideration.

5.0 **NON- RESPONSIVE BIDDER :-**

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

i) **120** days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.

ii) Offer / tender is submitted with any deviation from the tender terms & conditions.

6.0 **PRICING OF BIDS**

6.1 Rate should be quoted F.O.R. HDC's Store / Site i.e. on free delivery basis upto HDC's Store / Site at the Haldia Dock Complex including unloading and stacking.

6.2 Quoted Price(s) should remain firm till the goods are delivered. No price escalation is admissible.

6.3 Price (s) must include all charges, such as Packing, Forwarding, Transportation, Loading, Unloading and Stacking at HDC's Central Store showing break-up of charges and **GST** , if any, may be indicated clearly as shown in PRICE BID.

6.4 Orders may be placed in parts based on the minimum rates quoted against individual Items, subject to the fulfillment of other necessary Tender conditions. In the event of Part Order being placed, the rate(s) against each of the Item(s) constituting the Order shall be identical to the rate(s) for the corresponding Item(s) quoted in the Price Bid. Tender terms and conditions shall also remain unaltered, irrespective of whether Order is placed on part or, on the whole of the B.O.Q. No. plea for subsequent withdrawal or, the amendment will be entertained.

6.5 Tenderers are free to quote rates against different samples, and prices must be indicated accordingly.

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7.0 EVALUATION CRITERIA:

7.1 Evaluation will be made on the minimum rate quoted (excluding GST) among the accepted sample(s) of techno-commercially qualified offer bids subject to the fulfillment 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. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

8.0 INSPECTION AND TESTING

8.1 Materials will be inspected by the Trustees' authorized persons at HDC's Central Store after delivery of materials.

8.2 Inspection by representative of trustees' shall not relieve the supplier of his obligation for furnishing the materials in accordance with the specification / samples.

8.3 The materials supplied by the supplier should strictly conform to the laid down specifications of the tender/order and the accepted sample(s). If necessary, after supply the materials at Central Store, Chiranjibpur, Haldia, samples from the supply may be drawn and the same will be tested by Trustee's own arrangement or by Government Test House. If found inferior to the laid down specifications of tender/order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost.

9.0 REJECTION OF MATERIALS

Notwithstanding the inspection and passing of samples by the Trustee's Authorised Person, any material found at the time of delivery to be defective and not conforming to the relevant specification, is liable to be rejected and the Supplier shall replace the same at his cost and arrangement at the earliest. Rejected materials shall be at the Supplier's risk. They must be collected from the **HDC's Store / Site** within a fortnight from the date of rejection. If the supplier fails to remove the rejected materials, the Trustees shall have the right to dispose of the same and the Supplier shall have no claim over the Trustees in respect of the said rejected materials.

10.0 TIME OF COMPLETION AND DESPATCH ARRANGEMENT

10.1 Materials should be supplied **within 30 days** from the date of receipt of purchase order by the successful bidder.

10.2 Material shall be delivered by the successful Bidders at their own cost, risk and responsibility at the Central Stores situated at Chiranjibpur, Haldia under MM Division of Haldia Dock Complex.

10.3 The supplier shall send advance intimation as to the actual date of delivery prior to dispatch.

10.4 Delivery of material will not be accepted on Saturday, Sundays and Port Holidays.

10.5 No lorry shall be permitted into the protected area during night time. Detention of lorries will be on supplier's account.

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10.6 If a delivery material is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice. In case of default in supply or failure to deliver as per correct specification or the approved quantity within the time stipulated, Trustees are entitled to purchase from another source at the risk, cost and expenses of the supplier of the whole or any portion of the supply remaining undelivered or unapproved.

10.7 The authorized representative of the suppliers must be present at the time or delivery for jointly noting with the representative of HDC. The discrepancies, if any, regarding the particulars of materials actually delivered against the challans for the same. Delivery will not be accepted if not accompanied by authorized representative with proper delivery challans (in quadruplicate).

10.8 In case way bill is required to deliver the materials a 12 days time should be provided by the successful bidder for preparation of the way bill by HDC. The successful bidder should submit request letter along with the Pro-forma Invoice for issuance of way-bill by Haldia Dock Complex. More than 12 days Delays on account of issuance of way bill by HDC, shall be considered for waiver of LD, provided the successful bidder is able to produce the documentary evidences.

11.0 **RISK PURCHASE CLAUSE:**

In case the Bidder falls to complete the supply, some other agency may be ordered to supply the remaining materials at the risk, cost and expense of the successful Bidder after a minimum three day notice in writing has been given to the Bidder by the Manager (MM) or his representative. Deployment of separate agency shall be at the discretion of the Manager (MM), whose decision shall be final and binding. In case of Risk Purchase, extra cost will be borne by the supplier (successful bidder).

12.0 **PACKING:**

Suppliers shall be responsible for proper packing and delivery of materials in good condition. Materials shall be packed in proper way by the supplier at his own cost and arrangement for protection against damage, loss, leakage, breakage etc.

13.0 **PAYMENT:**

Payment will be made on the basis of actual supply of the materials at the quoted rate and as per specification and satisfactory acceptance of the Authority against an order. Payment will be made **to your Bank Account through ECS within 30 (thirty) days** of receipt of satisfactory acceptance note of supply and on submission of clear bill in all respect. The bills should be submitted in quadruplicate to Manager (M.M.)'s Office with necessary documents in Original.

14.0 **GUARANTEE:**

The materials, with all accessories and attachments, shall have to be guaranteed by the successful bidder against the manufacturing defects or, poor performance for a period of **06 months** from the date of acceptance of the material by HDC. If any defect whatsoever develops during the **Guarantee Period**, the defective materials will have to be replaced / rectified, as the case may be, **by the Bidder at their own cost and arrangement.** The guarantee certificate has to be submitted by successful bidder at the time of delivery of materials.

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15.0 **LIQUIDATED DAMAGES:**

15.1 In the event of failure to complete the stipulated supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the delayed portion of the supply that the supplier has failed to supply within the respective delivery schedule, for every week or part thereof the supply remains undelivered, provided always that the amount of such compensation shall not exceed 10% of the total basic value of the order.

15.2 Without prejudice to any other method of recovery of any other legal rights, the Trustees may deduct the amount of such damages from any money which was due or which may become due to the Supplier.

15.3 The payment or deduction of such damages shall not relieve the supplier from his obligations to complete the supply of goods or from any other liabilities and obligations under the Contract. GST on LD amount as per law time being force, shall be levied.

16.0 **FORCE MAJEURE:**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term **"FORCE MAJEURE"** as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.

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

Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, quasi - Government agency or, PSU. If a Bidder has been banned / de-listed by any Government or, quasi -Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.

18.0 **CERTIFICATES:**

Guarantee certificate of the supplier is to be submitted at the time of supply of materials.

19.0 **WORKMEN COMPENSATION**

19.1 All samples should be submitted separately duly packed and protected and sealed and affixed with label showing tender no., item no., description, name and address of the firm. Samples(s) will be selected from the submitted samples of the bidders.

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

20.0 **PERSONAL PROTECTIVE EQUIPMENT (PPE):**

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

Contd. on Page 15

21.0 **Dock Permit:-**

Dock Permit will be issued to the successful bidder(s) for delivery of the materials at Central Store, Chiranjibpur on payment basis. Dock Permit can only be issued to supplier(s) and or his representative and or Lorry driver, Khalsi on production of Identity proof as well as address proof like, **Voter Id**, **Adhar Card** etc at the time of issuance of Dock Permit, failing which no dock permit will be issued.

22.0 **GST RATE : - [TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID]**

To indicate the following: -

Sl. No	Taxes, duties	Whether applicable	If applicable, please indicate present rates in percentage to be included or extra **(%)**
1.	**CGST**	Yes/No	……..…. extra
2.	**SGST**	Yes/No	……..…. extra
3.	**IGST**	Yes/No	……..…. extra

Contd. on Page-16

हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX

DECLARATION OF THE BIDDER

FORM - B

Manager (MM Division)
Haldia Dock Complex

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

I / We have deposited the requisite Earnest Money with the Trustees' General Manager (Finance), Haldia Dock Complex.

Or

I / We have submitted evidences of MSE registered with NSIC under Single Point Registration.

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

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

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

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

Date :_____

Telephone No(s):_____

Fax No.:_____

Mobile No.:_____

Bank Account No.:_____

Bank Name._____

Branch of the Bank :_____

_____
Signature of the Tenderer with Office Seal

Full Name :_____

Address :_____

_____

_____

_____

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX

ISO 9001:2008 Certified by IRQS
MGMT. SYS. RvA C 071

HDC/MM/LT-15/20/85

(TO BE SUBMITTED ALONG WITH ENVELOPE - 2)

Annexure:- A

UNPRICED BILL OF QUANTITIES

No	Item Code	Name and Description	Unit	Quantity	If your offer exactly match to our specification, write **'YES',** and specify **Make / Brand**
1.	17020003	**SOAP (LIQUID).** **Pack Size:** - **5** Ltrs. Containers.	**Ltr.**	**200**	
2.	17080002	**PHENYLE (Black).** **Pack Size:-450 ml.** Conforming to IS: 1061, Grade-III, with ISI Mark.	**No.**	**70**	
3.	17080003	**PHENYLE (Black).** **Pack Size: -5 Ltr.** Containers, conforming to IS: 1061, Grade-III, with ISI Mark.	**Ltr.**	**250**	
4.	17120002	**NAPTHALENE BALL** **Pack size: - 500 gram.** Air-tight Polythene Pack.	**Kg.**	**90**	
5.	17131001	**ACID MURIATIC/ TOILET CLEANER** **Pack Size: - 500 ml Bottle.** Sp. Gravity :-1.10	**No.**	**500**	
6.	17173001	**UTENSIL CLEANING POWDER.** **Pack size: - 500 gms**. Polythene packet. BRAND/MAKE:- **VIM**	**Kg.**	**90**	

Date:-

Place:-

Signature & Office Seal of Tenderer

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कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX

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HDC/MM/LT-15/20/85

(TO BE SUBMITTED ALONG WITH ENVELOPE - 3)

Annexure:-B

PRICED BILL OF QUANTITIES

(Part-II)

The rate should be quoted in figure as well as words (without any corrections and overwriting) as stated in this schedule and the same should be filled in and signed by the tenderer and submitted along with the tender failing which his offer may be liable to rejection.

Sl. No.	Item Code	Name and Description	Unit	Qty.	Unit Rate (per Piece) on F.O.R upto H.D.C.'s store at Haldia basis. (In Rs.)	Amount (In Rs.)
1.	17020003	**SOAP (LIQUID).** **Pack Size:** - **5** Ltrs. Containers.	Ltr.	200		
2.	17080002	**PHENYLE (Black).** **Pack Size:-450 ml.** Conforming to IS: 1061, Grade-III, with ISI Mark.	No.	70		
3.	17080003	**PHENYLE (Black).** **Pack Size: -5 Ltr.** Containers, conforming to IS: 1061, Grade-III, with ISI Mark.	Ltr.	250		
4.	17120002	**NAPTHALENE BALL** **Pack size: - 500 gram.** Air-tight Polythene Pack.	Kg.	90		
5.	17131001	**ACID MURIATIC/ TOILET CLEANER** **Pack Size: - 500 ml Bottle.** **Sp. Gravity** :-1.10	No.	500		
6.	17173001	**UTENSIL CLEANING POWDER.** Pack size: - 500 gms. Polythene packet. BRAND/MAKE:- **VIM**	Kg.	90		

Date:-

Place: -

Signature & Office Seal of Tenderer