

कलकत्ता पत्तन न्यास
KOLKATA PORT TRUST
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX
MM DIVISION

BIDDING DOCUMENTS

[Tender No.: HDC/MM/LT-35/20/88]

FOR

**SUPPLY AND DELIVERY OF DIFFERENT TYPES OF "CONSUMABLE
MATERIALS " TO HALDIA DOCK COMPLEX.**



Feb. - 2019

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[Tender No.: HDC/MM/LT-35/20/88]

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**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

SHORT TENDER NOTICE

Tender No. : HDC/MM/LT-35/20/88

Tenders are invited for the work of supply and delivery of different types of "**CONSUMABLE MATERIALS** " as per bill of quantity to Haldia Dock Complex".

Closing date & time of online submission of tender: **01.03.2019**, up to **15:00** Hrs.

Bid Document may be downloaded from KoPT (www.kolkataporttrust.gov.in) **and** CPP Portal (www.eprocure.gov.in) **website. Corrigendum or clarifications, if any, shall be hosted on the above mentioned websites only.**

**General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust**

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**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

NOTICE INVITING E-TENDER

(Tender No. : HDC/MM/LT-35/20/88)

Tenders, under single stage two part system [Part I: Pre-qualification & Techno-commercial Bid and Part II: Price Bid] are invited on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT), from General Order suppliers, fulfilling the **"Minimum Eligibility Criteria (MEC)"** and complying with "Supply and delivery of various types of " Consumable Materials".

2.1 MINIMUM ELIGIBILITY CRITERIA (MEC):

2.1.1 The bidder must have experience of having successfully completed "Similar supply" [defined below] during last seven (7) years, ending last day of month previous to the one in which tenders are invited, and the experience must be either of the following :-

a) Three similar completed supply of contract value not less than ₹ **15,920.00** each.

Or

b) Two similar completed supply of contract value not less than ₹ **23,880.00** each.

Or

c) One similar completed supply of contract value not less than ₹ **31,840.00**.

The term **"similar supply"** means : -

"Supply and delivery of Consumable items / Hardware materials at Port Sectors / Central Govt. / State Govt. / PSU / other reputed organizations".

Note: The bidder upload the scanned copies of work order(s) for similar supply, successful completion certificates (with performance) from clients indicating the date of completion, value of supply, etc.

2.2 OTHER DOCUMENTS:

The bidder should upload scanned copies of the following documents along with bids:

a) Goods and Services Tax (GST) Registration Certificate, issued by Government of India.

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- b) Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment Challan**, if applicable. If this is not applicable, the bidder must submit a declaration in this regard.
- c) Order copy(ies) along with Receipted Challan / Certificate of Execution / GRN / Excise Invoice / Tax Invoice etc.
- d) **Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) to get benefit in this regard.**

2.3 The bidders are required to submit bid as per the instructions of the instant bidding documents. Bid will be considered rejected if any of the essential documents is not submitted by the bidder. Essential documents means papers related to "Minimum Eligibility Criteria (MEC)", "Other Documents", including Earnest Money, Deposit.

2.4 AVAILABILITY OF THE BIDDING DOCUMENTS:

The bidding documents (in full) would be available in the following websites:-

- <http://eprocure.gov.in/epublish/app> of **Central Public Procurement Portal**.
- <http://www.kolkataporttrust.gov.in> of **Kolkata Port Trust**.

Corrigenda, Addenda, Queries & Clarifications, if any, would also be available in the aforesaid websites.

2.5 PARTICIPATING IN THE BIDDING PROCESS:

The bidders will have to participate in the bidding process downloaded from KoPT (www.kolkataporttrust.gov.in) and CPP Portal (www.eprocure.gov.in) website.

**General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust**

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SCHEDULE OF TENDER (SOT)
(Tender No. HDC/MM/LT-35/20/88)

3.1	Name of work	::	SUPPLY AND DELIVERY OF DIFFERENT TYPES OF "CONSUMABLE MATERIALS" (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX.
3.2	Tender Inviting Authority	::	General Manager (Engineering) Haldia Dock Complex ; Kolkata Port Trust.
3.3	Mode of Tender	::	Procurement System : Part I: Pre-qualification & Techno-commercial Bid and Part II: Price Bid , downloading from KoPT (www.kolkataporttrust.gov.in) and CPP Portal (www.eprocure.gov.in) website. Only Manual tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.
3.4	Estimated Cost	::	₹ 39,790.00 (excluding GST).
3.5	i) Transaction Fee	::	N/A.
	ii) Bid Document Fee(Cost of bidding documents)	::	N/A.
	iii) Earnest Money Deposit (EMD)	::	The intending bidders should submit Earnest Money of Rs. 1000.00 (Rupees One Thousand only) by Banker's cheque / Demand Draft of any Nationalised Bank/ Scheduled Bank of India drawn in favour of Kolkata Port Trust payable at Haldia, along with their offer otherwise their offer will be summarily rejected.
3.6	Completion Period	::	60 days.
3.7	Bid Validity	::	120 days.
3.8	Security Deposit	::	5 % of the Order Value excluding GST for completion period in the form of Bank Guarantee/Demand Draft (D.D.).
3.9	Guarantee Period	::	6 months from the date of acceptance.
3.10	i) Starting date & time of submission of-Tender.	::	08.02.2019 from 11:00 Hrs. (IST).
	ii) Closing date & time of submission of Tender.	::	01.03.2019, up to 15:00 Hrs. (IST).
	iii) Date & time of opening of Bid (Techno-commercial Bid and Price Bid)	::	01.03.2019, 15:30 Hrs. (IST) onwards.

3.11	Address of the Employer	::	Kolkata Port Trust (KoPT). 15 Strand Road, Kolkata – 700 001, West Bengal, India.
3.12	Address of Engineer	::	General Manager (Engineering) Haldia Dock Complex ; Kolkata Port Trust. <u>Address:</u> Engineering Department Jawahar Tower Complex ; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607 West Bengal, India. Telephone no. : + 91-3224-263255 E. mail : aganesan.hdc@nic.in
3.13	Address of the Engineer's representative	::	Shri D Tudu, Dy. Manager (MM), Haldia Dock Complex, Jawahar Tower, 2 nd Floor, MM Division, P.O: Haldia Township, Dist.: Purba Medinipur; PIN: 721 607; West Bengal; India. Telephone no. : + 91-3224-263258 Mobile no. : + 91 94340 15761 E. mail : dtudu.hdc@nic.in

General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust

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4.1 Instruction for Bid submission :

- 4.1.1 **The intending bidders are requested to submit their bids, keeping sufficient time in hand.**
- 4.1.2 Sealed Tender may be submitted either by Post or by the tenderer himself within the specified date and time of submission after which no tender shall be accepted.
- 4.1.3 HDC will not be responsible in any way for postal delay. HDC / KoPT reserves the rights to reject all tenders or to accept any tender in whole or part without assigning any reason thereof.
- 4.1.4 In case of any clarification regarding submission of bids, the intending bidders are requested to contact HDC well in advance, keeping sufficient time in hand.

Contact person (Haldia Dock Complex):

- i) Shri T. Sarkar
Designation: Asstt. Manager (MM)
Mobile No.: + 91 94340 31196
E-mail : tsarkar.hdc@nic.in

4.2 Instructions related to Micro & Small Enterprises (MSEs):

- 4.2.1 For exemption of Bid Document Fee and EMD certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required.
Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) shall have to be submitted to get benefit.
- 4.2.2 **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 the **Government of India, Ministry of Micro, Small & Medium Enterprises (MSME)** in **The Gazette of India** vide No. 503, dated 26.03.2012.
- 4.2.3 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.
- 4.2.4 If **Micro & Small Enterprises (MSEs)**, registered with NSIC [under single point registration scheme] intend to participate with respect to items for which they are not registered with NSIC, then they will have to deposit full amount of **Earnest Money**, in accordance with the **Schedule of Tender (SoT)**. Otherwise, their offer with respect to such items (for which they are not registered with NSIC) will not be considered.

4.3 Opening of Part-I (i.e. Pre-qualification & Techno-commercial Bid) and Part-II (i.e. Price Bid) :

- 4.3.1 **Part I** (Pre-qualification & Techno-commercial Bid) and **Part II** (Price Bid) will be opened on specified date and time, as given in the Schedule of Tender (SoT) at the office Sr. Dy. Manager(MM), Jawahar Tower 2nd Floor, Haldia Dock Complex, Haldia Bidder(s) can witness electronic opening of bid(s).

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SECTION - V

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

5.1 Definition and interpretations :

- (a) the term "in writing" means communicated in written form (i.e. by mail, e-mail, fax, telex, etc.) and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) "day" means calendar day; and
- (d) "Procurement" means the entire work requirements, as specified in **Section VI Technical Specification**.

5.2 Fraud and corruption

5.2.1 It is the policy of **Kolkata Port Trust (KoPT)** to require that bidders, Contractors, Sub-contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, **KoPT** :

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "**fraudulent practice**" means a misrepresentation or omission of facts, in order to influence a public procurement process or the execution of a contract;
 - (iii) "**collusive practice**" means a scheme or arrangement between two or more bidders, designed to establish Bid Prices at artificial , non competitive levels;
 - and
 - (iv) "**coercive practice**" means harming, or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process or affect the execution of a contract;
- (b) will reject a proposal for award, if it determines that the bidder, recommended for award, has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) Will terminate contract, if it determines at any time that representatives of KoPT engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract ;

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- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract;

and

- (e) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring bidders, contractors, subcontractors, and consultants to permit KoPT to inspect their accounts and records and other documents relating to the bid submission and contract performance.

5.2.2 Furthermore, bidders shall be aware of the provision stated in GCC.

5.3 Eligible bidders

5.3.1 A Bidder, and all parties constituting the Bidder, **should have the nationality of any country**. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of the country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or contractors for any part of the contract, including related services

5.3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder and one or more parties :

- (a) Submit more than one bid in this bidding process.

Or

- (b) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by **KoPT** to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under the instant Bidding Documents.

5.3.3 Participating by a Bidder in more than one bid shall result in the disqualification of all bids, in which such Bidder is involved.

5.3.4 A Bidder that is under a declaration of ineligibility by **KoPT**, in accordance with **ITB Clause No.5.2**, at the date of contract award shall be disqualified.

5.4 Authority in signing the bid / offer

5.4.1 In case the bid is submitted by a **Proprietorship Firm**, the same should be signed either by the **Proprietor** or other person(s), holding a valid **power of attorney / authorisation** from the proprietor, in connection with this bidding process. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the proprietor. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.

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- 5.4.2 In case the bid is submitted by a **Partnership Firm**, the same should be signed either by the partner(s), holding valid **power of attorney** from the partners or other person(s), holding valid **authorisation** from such power of attorney holder(s) , subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such **power of attorney holder(s) / authorised person(s)** should be attested by the **partners** or **power of attorney holder**, as the case may be. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.
- 5.4.3 In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour (in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.
- 5.4.4 Such **power of attorney holder(s) / authorised person(s)** should put his / their signature identical with the attested one, in the relevant documents submitted / uploaded, in connection with the instant bidding process [including "**Techno-commercial Bid**"]. In case of putting different signatures in different documents / offers, all such signatures should be attested by the same person in line with the above.

B. CONTENTS OF BIDDING DOCUMENTS

5.5 Sections of Bidding Documents

- 5.5.1 The contents of the **Bidding Documents** as detailed at "TABLE OF CONTENTS" should be read in conjunction with any addendum / corrigendum issued in accordance with **ITB Clause No. 5.7**.
- 5.5.2 The Employer (KoPT) is not responsible for the completeness or correctness of the bidding documents and their Addenda, if they were not obtained directly from the source indicated in Notice Inviting e-Tender .
- 5.5.3 The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents [considering all addenda / corrigenda issued] may result in the rejection of the bid.

5.6 Amendment of Bidding Documents

- 5.6.1 At any time, prior to the last date for submission of bids, **KoPT** may, for any reason whether at its own initiative or in response to the **queries/ observations/suggestions/requests for clarification**, amend and modify the bidding documents by issuing Addenda/Corrigenda. Such Addenda/Corrigenda will be hosted in the websites, as specified in the **Notice Inviting Tender**.
- 5.6.2 Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e., who would attend Pre-bid Meeting or submit queries / observations / suggestions or request for clarification), in writing, well in advance to the last date of submission of bids.
- 5.6.3 To give prospective bidders reasonable time to take the Addendum / Corrigendum into account in preparing their bids, KoPT may, at their discretion, extend the last date for submission of the bids, prior to the closing date & time of Tendering.

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C. PREPARATION OF BIDS

5.7 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of their bid, and **KoPT** shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.8 Language of Bid

The Bid, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and KoPT, shall be written in the **English language only**. If the supporting documents and printed literature, that are part of the bid, are in another language, they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, such translation shall govern.

5.9 Documents comprising the Bid

5.9.1 The Bid shall comprise of the following :-

(a) **Pre-qualification and Techno-commercial Bid:**

The Pre-qualification & Techno-commercial Bid comprises all documents [including the Bidding Forms (provided in these bidding documents), duly filled in, signed and stamped] required to be submitted as per the Notice Inviting e-Tender, Schedule of Tender (SoT), Instructions To Bidders (ITB) and any other relevant clause(s) of these bidding documents.

(b) **Price Bid:**

The Price Bid comprises the prices only and the same are to be submitted along with the tender only.

5.10 Form of Tender

The bidder shall have to submit the "**FORM OF TENDER**". This form **must be completed without any alterations** to its format, and no **substitutes shall be accepted**. All blank spaces shall be filled in with the information requested. Such **duly filled in "FORM OF TENDER"** should be submitted.

5.11 Price Schedule

5.11.1 The Bidder shall quote their price as per the **Price Schedule** (Bill of Quantities) in the Price bid (Part-II), without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

5.11.2 The Bidder should submit the **Unpriced** format [Bidding Form VI : **PRICE SCHEDULE**], of the instant Bidding Documents, duly filled in the GST rates at appropriate places and signed & stamped as token of acceptance.

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5.12 Bid Prices

- 5.12.1** The prices are to be quoted by the Bidder manually considering the work requirements, as detailed in **Section VI (Technical Specification)** and other terms & conditions of the Bidding Documents (considering all addenda / corrigenda issued).
- 5.12.2** Except where otherwise expressly provided, the contractor shall have to provide all materials, labour, plant and other things necessary in connection with the contract, although everything may not be fully specified, and although there may be errors and omissions in the specifications.
- 5.12.3** The prices and rates entered **as per the Price Schedule** (Bill of Quantities), in the Price bid (Part-II), by the **Bidder**, shall include, inter alia, all costs and expenses involved in or arising out of the following:
- (a) **Supply, delivery, inspection, transportation (including insurance), handling, receipt and storage of all required materials [in line with Technical Specification (Section VI)] at site.**
 - (b) **The provision, storage, transport, handling, of all materials, including all costs, charges, dues, demurrage or other outlays involved in transportation.**
 - (c) **The provisions & maintenance of all their staff & labour and their payment, accommodation, transport, fares and other requirements.**
 - (d) **All required first aid, welfare and safety requirements.**
- 5.12.4** Tools, Tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport etc. required for execution of the whole work will have to be arranged by the Contractor, at their own risk, cost & arrangement, which may be considered, while submitting their rates in the offer.
- 5.12.5** Rates & amounts quoted by the bidders in the "**PRICE SCHEDULE**", include all incidental charges [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.
- GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.
- The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable KoPT to get due credit against GST paid.
- In case of any failure on the above account, GST amount, even if paid by KoPT, shall be recoverable from the Contractor.
- 5.12.6** All quoted rates will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder.
- However, changes in **statutory taxes & duties [other than GST] will be adjusted** (within the scheduled completion period), based on documentary evidence.

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- 5.12.7** The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of the instant Bidding Documents [considering all addenda / corrigenda (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 any of the terms & conditions.

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

5.13 Currencies of Bid :-

The **Bidders** should quote the prices in **Indian Rupees (₹)** only.

5.14 Period of validity of bids :-

- 5.14.1** Bids shall remain valid for the period of **120 days** after the bid submission deadline date (considering extension thereof, if any) as prescribed in **ITB**. A bid, valid for a shorter period, shall be rejected by **KoPT**, treating the same as non-responsive.

- 5.14.2** In exceptional circumstances, prior to the expiration of the bid validity period, **KoPT** may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

A Bidder may refuse the request, without forfeiting their **Earnest Money Deposit (EMD)**. A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by **KoPT**, in writing.

5.15 Earnest Money Deposit (EMD) :-

- 5.15.1** The intending bidders should deposit an amount specified in the **Schedule of Tender (SoT)**, as **Earnest Money Deposit (EMD)**, in accordance with the procedure mentioned therein.

- 5.15.2** Failing to deposit the Earnest Money, in accordance with ITB, shall be rejected by the Employer (KoPT), treating the same as non-responsive.

For exemption of EMD the bidder is required to upload the scanned copy of the certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority.

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5.15.3 Refund of Earnest Money Deposit:-

Earnest Money Deposit of the successful bidder shall be retained by KoPT and Earnest Money Deposit of the unsuccessful bidders [including the bidder(s) whose Price Bid would not be opened in line with **ITB**] shall be refunded, without interest, within 2 (two) months from the date of opening of Price Bids or on finalization/acceptance of tender, whichever is earlier.

In case the bid of the **successful bidder** is found acceptable to **KoPT** and contract is awarded with them, the **Earnest Money Deposit** of the **successful bidder (Contractor)** shall be retained by **KoPT** till submission of **Performance Guarantee / Security Deposit** (in accordance with **ITB**) and signing of the **Contract Agreement** by **KoPT** and the Contractor (in accordance with **ITB**), and shall be refunded thereafter.

In case, the successful bid is not found acceptable to KoPT, Earnest Money Deposit of the successful bidder shall be refunded after the decision, in this regard, is finalized by KoPT.

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

5.15.5 Forfeiture of Earnest Money Deposit :-

The EMD may be forfeited

(a) if a Bidder withdraws their offer within the validity period of the bid / 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 Kolkata Port Trust, Haldia Dock Complex in writing) making it unacceptable to the Kolkata Port Trust, Haldia Dock Complex;

or,

(b) if the successful bidder,

i) fails to submit the Performance Guarantee / Security Deposit (as per SCC) for the specified sum and in the specified form, within the stipulated time;

and / or,

ii) fails to carry out the work or to perform / observe any of the conditions of the contract,

For the purpose of this provision, the validity period (of the bid / offer) shall include any / all extension thereof, agreed by the Bidder in writing. KoPT shall also be at liberty to deduct any of their dues from Earnest Money. It should be however be clearly understood that in case of any default in any terms and or condition of the contract after placement of order but before submission of Performance Guarantee / Security Deposit (as per SCC), the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.

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D SUBMISSION OF BIDS AND OPENING OF BIDS (EXCEPT PRICE BID) :-

5.16 Submission of bids

- 5.16.1 Bidders shall have to submit their bids [both Pre-qualification & Techno-commercial Bid and Price Bid].
- 5.16.2 The Bidder should submit copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with ITB], in the aforesaid portal, in support of their Pre-qualification Criteria and Techno-commercial Bid.
- 5.16.3 All pages are to be signed by a person duly authorised to sign on behalf of the bidder, pursuant to ITB, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.
- 5.16.4 Any inter-lineation, erasures, or overwriting, in the documents, shall be valid only if they are signed by the aforesaid authorised person.
- 5.16.5 The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy Haldia Dock Complex, Kolkata Port Trust.
- 5.16.6 The Price Bid comprised the prices only and the same are to be submitted by post or manually before the closing time.

5.17 Techno-commercial offer :-

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

5.18 Priced offer :-

The Bidder should quote the offered rate appropriately in the PRICE BID Only. Price indicated anywhere else, in any other form or manner, would not be considered for evaluation of **Price Bid**.

5.19 Deadline for submission of bids

- 5.19.1 Bids must be submitted within the closing date & time **indicated in the Schedule Of Tender (SOT)**.
- 5.19.2 **KoPT** may, at its discretion, *extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering*, by amending the Bidding Documents, in accordance with **ITB**, in which case all rights and obligations of **KoPT** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

5.20 Late Bids :-

This Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule Of Tender (SOT)** or extension, if any.

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5.21 Withdrawal of bids :-

- 5.21.1** A Bidder may withdraw, substitute, or modify their bid on the Procurement System, before the closing date and time specified, but not beyond.
- 5.21.2** No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the "**FORM OF TENDER [for Techno-commercial (un-priced) Bid]**." Or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **KoPT**.
- 5.21.3** Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in forfeiture of EMD in accordance with ITB.

5.22 Bid opening [including Price Bid]

- 5.22.1** The bids will be opened at the date & time, indicated in the **Schedule Of Tender (SOT)**.
- 5.22.2** The bid-opening event may be viewed by the bidder's authorized representative at the office of Sr. Dy. Manager (MM), HDC.

E. 5.23 Confidentiality :-

- 5.23.1** Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.
- 5.23.2** Any attempt by a Bidder to influence KoPT in the examination, evaluation and comparison of the bids, or contract award decisions may result in the rejection of their bid and forfeiture of **EMD**.
- 5.23.3** Notwithstanding **ITB Clause No. 5.14.2**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact KoPT on any matter related to the bidding process, they should do so in writing.

5.24 Clarification of bids :-

To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (KoPT) may also ask any bidder to withdraw any terms/conditions mentioned by them in their offer, which are not in conformity with the terms & conditions specified in the bidding documents. In case any bidder fails to submit required clarification within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for clarification and the response shall be in writing.

No change in the prices or substance of the bid shall be sought, offered or permitted, nor will the bidder be permitted to withdraw their bid before expiry of the validity period of the bid.

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5.25 Deviations, reservations and omissions :-

During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding documents ;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents ; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

5.26 Responsiveness of bids :-

5.26.1 Responsiveness of a bid would be determined on the basis of the contents of the bid itself, and clarification(s) in accordance with **ITB**.

5.26.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the work specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Documents, KoPT's rights or the bidder's obligations under the proposed contract; or
- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

5.26.3 Bidders shall not contain the following information / conditions to consider them responsive :

- (a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno-commercial offers;
- (b) Adjustable prices, other than the provisions stated in **ITB**.

5.26.4 If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by KoPT and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission.

5.27 Nonconformities, errors and omissions

5.27.1 During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender. Any document submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for submission of further document(s) shall be in writing.

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- 5.27.2 KoPT** shall examine the bids [including the further documents / clarifications received in accordance with **ITB**] to confirm that all documents requested in **ITB** have been provided and to determine the completeness of each document submitted.
- 5.27.3** Provided that a bid is substantially responsive, **KoPT** may waive any nonconformities or omissions in the bid that do not constitute a material deviation.

5.28 Examination of Pre-qualification Criteria

- 5.28.1** At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the further documents / clarifications received in accordance with **ITB**] will be scrutinized and evaluated.
- 5.28.2** KoPT may, at their discretion, seek any other detail(s)/document(s), in subsequent course, to ascertain and get confirmed about the competence of the bidder. In case any bidder fails to submit required detail(s)/document(s) within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender. While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.
- 5.28.3** In case it is found that the Pre-qualification Criteria has not been fulfilled by the bidder or otherwise their participation has not been found acceptable to **KoPT**, the respective bid will be treated as non-responsive and "Price Bid" of the respective Bidder will not be considered further.

5.29 Examination of Techno-commercial offer :-

- 5.29.1** After scrutiny of the **Pre-qualification Criteria, Techno-commercial Bids** of the Pre-qualified bidders [as indicated above] will be scrutinized & evaluated.
- 5.29.2 KoPT** shall examine the bid to confirm that all terms and conditions specified in the **Technical Specification** and **Techno-commercial terms and Conditions** have been accepted by the bidder without any material deviation or reservation or omission.
- 5.29.3** If on examination of the "**Techno-commercial Bid**" of pre-qualified bidders, it is found that they have not accepted all Techno-commercial terms & conditions of the Bidding Documents [considering all addenda / corrigenda, issued], "**Price Bid**" part of such bidder(s) will not be opened. "**Price Bid**" part of other bidder(s) will be opened subsequently as per procedure. Decision of **KoPT** on this matter shall be final.

5.30 Opening of Price Bid :-

PRICE BIDs of the bidders, who qualifies in the "Pre-qualification & Techno-commercial Bid", will be opened on due date of tender opening at the office of Sr. Dy. Manager(MM), Jawahar Tower, 2nd Floor, HDC.

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5.31 Evaluation of Price-Bid :-

5.31.1 During evaluation of Price Part, provided that the bidder submits his offer following tender stipulations & specifications, the Item wise lowest offer received shall be considered for acceptance by the Trustees.

5.31.2 Evaluation will be made on unit lowest (L1) landed price excluding GST as applicable quoted against individual items of the BOQ. However, 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 to extend the benefit to MSEs registered with NSIC and same shall be evaluated as mentioned above.

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

5.32.1 KoPT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. AWARD OF CONTRACT :-

5.33 Subject to **ITB Clause No. 5.31.1 & 5.31.2** contract to be awarded to the Bidder on evaluated lowest quoted price basis and is substantially responsive to the Bidding Documents.

5.34 Notification of award

Prior to the expiration of the period of bid validity or extended validity in accordance with **ITB**, KoPT shall notify the **Successful Bidder**, in writing, that their bid has been accepted by **Order letter** and will constitute the formation of the contract.

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SECTION - VI
COMMERCIAL TERMS & CONDITIONS:

Sl. No	Terms
1	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2	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.
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/ Udyog Aadhaar certificate.
4	<p>i) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>ii) When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.</p> <p>iii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.</p>
5	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate / Udyog Aadhar certificate has to be submitted along with the bid.
6	Tenders without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
7	Due date of submission of tender will not be extended under any situation.
8	<p><u>SCOPE OF WORK:</u></p> <p>The work comprises of supply and delivery of various types of "CONSUMABLE MATERIALS" as specified in the Bill of Quantities at Sr. Dy. Manager(RZ & SPL. RT)' Store of I&CF Division at Haldia Township of Haldia Dock Complex, Haldia.</p>

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9	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
10	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager (MM), Haldia Dock Complex, thereon shall be final and binding upon all parties.
11	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.
12	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
13	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
14	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
15	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.
16	Bidders may visit Sr. Dy. Manager(RZ & SPL. RT)' Store of I&CF Division of Haldia Dock Complex at Haldia Township, Haldia prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager of M.M. Division, HDC or his authorized representative at his office at Jawahar Tower in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
17	<u>VALIDITY :</u> 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.

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18	<p><u>NON- RESPONSIVE BIDDER :-</u> The offer/tender shall be treated as non-responsive, if :</p> <p>i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.</p> <p>ii) Offer / tender is submitted with any deviation from the tender terms & conditions.</p>
19	<p><u>EARNEST MONEY AND SECURITY DEPOSIT :</u></p> <p>i) The Earnest Money received will be refunded or released as the case may be to the unsuccessful Bidder without any interest subject to the provisions made in clause above. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit.</p> <p>ii) The Security Deposit shall be equal to 5% of the basic value. Balance Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia, by the successful Bidder within 30 days from the date of placement of order. Failing this, the Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money. The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period</p> <p>iii) If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled/ Nationalized Bank of India having Branch at Haldia in lieu of Security Deposit.</p> <p>iv) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.</p>
20	<p><u>PRICES:</u> Price should be quoted F.O.R HDC's store(s), I&CF Division, Haldia, i.e. on free delivery basis up to site store(s), HDC at Haldia.</p>
	<p>i) The bidder shall quote his price as per the Bill of Quantities in the Price Bid (Part II). Price(s) shall be quoted up to F.O.R. destination, Haldia, including charges for packing, forwarding, loading, transportation, unloading, and stacking and transit risk. Necessary for the complete services as described in the documents i.e. on free delivery basis up to Sr. Dy. Manager (RZ & SPL. RT)'s Store of I&CF Division at Haldia Township of Haldia Dock Complex, Haldia.</p>
	<p>ii) The Bidder shall state clearly the percentage of GST with HSN code no. that will be charged extra over his quoted rates.</p>
	<p>iii) Orders may be placed in parts. Each bidder shall keep in mind while Quoting his rate against any item that, in the event of order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire supply of goods is completed.</p>

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	iv) Price(s) to be quoted should remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in Taxes etc. In case of statutory decrease in rates of Taxes etc. the price would be correspondingly decreased.
	v) Any modification (addition /deletion /alteration of GST) in taxes in future by the GOI shall be applicable.
21	<p><u>EVALUATION CRITERIA :</u></p> <p>i) Evaluation will be made on unit lowest (L1) landed price excluding GST as applicable quoted against individual items of the BOQ. However, 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 to extend the benefit to MSEs registered with NSIC and same shall be evaluated as mentioned above. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.</p> <p>ii) In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid remain unaltered. Tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.</p>
22	<p><u>GST :</u></p> <p>The suppliers shall comply with all requirements of the GST to enable KoPT to avail full credit on buyer's GST. The payment of GST element shall be subject to compliance of the same.</p>
23	<p><u>PAYMENT:</u></p> <p>Payment will be made within 30 days after satisfactorily completion of supply & after acceptance at HDC.</p> <p>Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same at designated points and on submission of Bill accompanied with Inspection Certificate, if any, and challan duly signed by consignee or his authorized representative. The bills should be submitted in quadruplicate to Sr. Dy. Manager (MM)'s Office with necessary documents e.g., receipted challan in duplicate, Tax Invoice with test certificate, guarantee certificate inspection report etc. if any.</p> <p>Payments shall be credited to supplier's bank account through NEFT/RTGS mechanism at all centers where such facilities are available in the bank. Accordingly bidders are requested to submit their bank Account No with the name and address of the bank along with the branch name account no. and IFS code number in the bill. Payment will be made in one go.</p>

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24	<p><u>DELIVERY:</u></p> <p>i) Supply and Delivery against each Order has to be completed within 30(Sixty) days of receipt of Purchase Order.</p> <p>ii) Materials are to be delivered at Sr. Dy. Manager (RZ & SPL. R.T)'s Store of I&CF Division, HDC, Haldia.</p> <p>iii) Delivery period shall binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name may be removed from the list of approved suppliers.</p> <p>iv) In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.</p>
	<p>iv) Delivery period shall binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name may be removed from the list of approved suppliers.</p> <p>vi) In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.</p>
25	<p><u>DESPATCH ARRANGEMENTS:</u></p> <p>The supplier shall be fully responsible for any transit loss or damage to the materials. The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Saturday, Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time delivery for jointly noting with the representative of Ko.P.T. the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans for the same. Delivery will not be accepted if not accompanied with proper delivery challans (in quadruplicate) and other related documents test certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.</p>
26	<p><u>INSPECTION AND TESTING:</u></p> <p>The materials supplied by the successful bidder should strictly confirm to the laid down specification of the tender / order. The representative of Sr. Dy. Manager (RZ & SPL. R.T) of (I&CF) Division will visually inspect the materials for quality after delivery at HDC's Store, and may reject any of the materials, which in his opinion is defective in quality, or size and any such rejection shall be final. The supplier should also ensure that no material gets damaged prior to their final acceptance. Any material found at the time of acceptance to be damaged due to any reason whatsoever, including labour handling, shall be liable for rejection.</p>

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27	<p><u>GUARANTEE:</u></p> <p>The materials shall have to be guaranteed against defects by the supplier for a period of 6 (six) months from the date of final acceptance. If any defects develop during the guarantee period, the same will be rectified /replaced by the party at their own cost.</p> <p>Guarantee certificate of the supplier is to be submitted at the time of supply of materials.</p>
28	<p><u>PACKING:</u></p> <p>The Supplier shall be responsible for proper packing and delivery of Stores. The materials should be packed by the Supplier/Manufacturer at their own cost for protection against any damage, loss, breakage or leakage etc.</p>
29	<p><u>TRANSIT RISK :</u></p> <p>Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.</p>
30	<p><u>DOCK PERMITS :</u></p> <p>The successful Bidder shall have to obtain permits from the office of the Sr. Dy. Manager (MM), HDC or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued to the Bidder against receipt of proper application with payment of necessary charges for the same during normal working hours on any working day.</p>
31	<p><u>REJECTION OF MATERIALS:</u></p> <p>Notwithstanding the inspection and passing of materials by Trustees' authorized person (representative of I&CF division), any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest.</p> <p>The supplier shall at his own arrangement and cost replace within a period of 1 (one) month of all such defective and rejected materials. Rejected materials shall be at Supplier's risk.</p> <p>Supplier must be collected from Sr. Dy. Manager (I&CF Division)'s Store within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.</p>
32	<p><u>RISK PURCHASE:</u></p> <p>In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager (MM), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the Sr. Dy. Manager (M.M.) or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).</p>

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33	<p><u>BANNED OR DE – LISTED CONTRACTORS:</u></p> <p>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.</p>
34	<p><u>FORCE MAJEURE:</u></p> <p>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.</p>
35	<p><u>JURISDICTION OF COURT :</u></p> <p>The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Kolkata.</p>
36	<p><u>WORKMEN COMPENSATION :</u></p> <p>The successful bidder(s) 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.</p>
37	<p><u>PERSONAL PROTECTIVE EQUIPMENT(PPE):</u></p> <p>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.</p>

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SECTION – VII

CHECKLIST

(To be printed on the bidder's Letter Head duly filled scanned and uploaded after seal and signature):-

SI No.	DOCUMENTS TO BE UPLOADED (IF APPLICABLE)		YES /NO/NA (as the case may be)
1.	Details of Bid Document Fee submission	::	
2.	Details of Earnest Money Deposit (EMD) submission	::	
3.	Goods and services tax registration certificate	::	
4.	Certificate for allotment of Employees Provident Fund (EPF) code no.	::	
5.	Registration certificate of Employees State Insurance (ESI)	::	
6.	PAN card	::	
7.	Valid Trade license or Trade certificate of enlistment or certificate of incorporation or certificate of registration or certificate of proof nationality of any country.	::	
8.	Valid NSIC certificate and DIC certificate	::	
9.	Audited balance sheet and profit and loss accounts for the last three financial years.	::	
10.	Credential for supply of similar items to Government /PSU/ Public or Private organization for the last five year along with any one or more of the documents. A) Receipted challans. B) Certificate of execution goods receipt note, excise invoice, tax invoice, consignment note or any other document as a proof of supply	::	
11.	Certificate of Equivalence of Grade and Technical Literature.	::	
12.	Any Other Document(s) Deemed Necessary as per Tender.	::	

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SECTION – VIII

UNPRICED BILL OF QUANTITIES

Tender for supply & delivery of various types of “CONSUMABLE MATERIALS”

TENDER No.: HDC/MM/LT-35/20/88

Sl. No.	Item Description	Unit	Qty	If your offer exactly match to our specification, write 'YES', else give your technical details & specify make / brand
1.	PHENYLE (WHITE) 500 ML PHYLE	L	75	
2.	NAPTHALENE BALL Pack size : 500 gms. Air-tight Polythene Pack.	Kg	20	
3.	ACID MURIATIC 500 ml Pack size : -500 ml Bottle. Sp. Gravity :-1.10	No.	450	
4.	COPPER SULPHATE	Kg	30	
5.	CHLORINE TAB, C.T.X. 360 STABILISED.	No.	150	
6.	UTENSIL CLEANING POWDER Pack size: - 1 Kg. Polythene packet. BRAND / MAKE :- Vim or equivalent	Kg	50	
7.	CARBOLIC ACID IN 100 ML SEALED BOTTLE	No.	30	
8.	BROOM STICK (COCONUT BROOMS) Length :- 4' (approx.). (1 Kg. In a bundle).	Kg	20	

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SECTION – IX

PRICED BILL OF QUANTITIES

Tender for supply & delivery of different types of “CONSUMABLE MATERIALS”

TENDER No. : HDC/MM/LT-35/20/88

Sl. No.	Description of Item	Unit	Qty	Unit Rate on F.O.R. Upto HDC's Store at Haldia basis (In Rs.). (A)	(%) of GST (B)	Calculation of Landed Cost (In Rs.)
					(%)	(Rs /unit)
						C= (A+A*B %)
1.	PHENYLE (WHITE) 500 ML PHYLE	L	75			
2.	NAPTHALENE BALL Pack size : 500 gms. Air-tight Polythene Pack.	Kg	20			
3.	ACID MURIATIC 500 ml Pack size : -500 ml Bottle. Sp. Gravity : -1.10	No.	450			
4.	COPPER SULPHATE	Kg	30			
5.	CHLORINE TAB, C.T.X. 360 STABILISED.	No.	150			
6.	UTENSIL CLEANING POWDER Pack size:- 1 Kg. Polythene packet. BRAND / MAKE :- Vim or equivalent	Kg	50			
7.	CARBOLIC ACID IN 100 ML SEALED BOTTLE	No.	30			
8.	BROOM STICK (COCONUT BROOMS) Length :- 4' (approx.). (1 Kg. In a bundle).	Kg	20			

Signature of the Tenderer with office seal