

कलकत्ता पत्तन न्यास
KOLKATA PORT TRUST

हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX
MM DIVISION

BIDDING DOCUMENTS

(e-Tender)

[Tender No.: HDC/MM/OT-05 /39/112]

FOR

SUPPLY AND DELIVERY OF "VARIOUS GRADES OF LUBRICANT AND GREASE" (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS



July - 2019

TABLE OF CONTENTS

[Tender No.: HDC/MM/OT-05/39/112]

CL. NO	SUBJECT	PAGE MKD
1	PRE-FACE	1
2	TABLE OF CONTENTS	2
3	SCHEDULE OF TENDER (SOT)	3-5
4	SHORT TENDER NOTICE	6
5	NOTICE INVITING TENDER (NIT)	7-8
6	IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT	9
7	INSTRUCTION TO BIDDER	10-14
8	COMMERCIAL TERMS AND CONDITIONS	15-21
9	PREAMBLE TO THE BILL OF QUANTITIES	22
10	BILL OF QUANTITIES (Unpriced)	23
11	ANNEXURE – I (Declaration of bidders)	24
12	ANNEXURE – II (Bidder's Information)	25-26
13	ANNEXURE – III (Details of GST)	27
14	ANNEXURE – IV (Bidder's Bank details)	28
15	ANNEXURE – V (Priced Bill of Quantities)	29
16	ANNEXURE – VI (Check list)	30

1. SCHEDULE OF TENDER (SOT)

E-Tender under single cover One-part system (Techno-Commercial Bid and Price Bid) are invited from E-Tender under single stage one-part system (Techno-Commercial Bid and Price Bid) are invited from Manufacturers on fulfilling the following Pre-Qualification Criteria as per Prequalification criteria stipulated in Tender Document for **SUPPLY AND DELIVERY OF "VARIOUS GRADES OF LUBRICANT AND GREASE"** (as per Bill of Quantities) to Haldia Dock Complex on **Annual Rate Contract** Basis.

The Bid Document may be seen from the Central Public Procurement Portal (CPPP). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website <https://eprocure.gov.in/eprocure/app> only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in).

SCHEDULE OF TENDER (SOT)

(Tender No. HDC/MM/OT-05/39/112)

1.1	Work Title	::	Supply and Delivery of "VARIOUS GRADES OF LUBRICANT AND GREASE" (as per Bill of Quantities) to Haldia Dock Complex on Annual Rate Contract Basis.
1.2	E-Tender No.	::	2019_KoPT_489972
1.3	Tender Authority	::	General Manager(Engineering), Haldia Dock Complex; Kolkata Port Trust. Address: Jawahar Tower (2 nd floor) ; P.O.: - Haldia Township; Dist.: - Purba Medinipur ; PIN: -721607 West Bengal, India. E. mail : aganesan.hdc@nic.in
1.4	Mode of Tender	::	e-Procurement System (Online single cover one-part system (Techno-Commercial Bid + Price Bid) through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust. No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.
1.5	Date and time from which bidding documents are available for downloading by the intending bidders.	::	27.07.2019, from 12:00 Hrs. (IST).

1.6	Pre-Bid Meeting starting date & Time.	::	07.08.2018 at 11:00 Hrs (IST). [Pre bid meeting will be off line]
1.7	Pre-Bid Meeting closing date & Time.	::	07.08.2018 at 17:00 Hrs (IST). [Pre bid meeting will be off line]
1.8	Venue of Pre-Bid Meeting	::	Pre-bid Meeting would be held at the following address: Haldia Dock Complex; Jawahar Tower Annex Building (2ndFloor); Conference Room; Haldia Township; P.O: Haldia; Dist.: Purba Medinipur; PIN: 721 607; West Bengal; India.
	i) Bid Document Fee (Cost of bidding document)	::	The intending bidders should deposit Rs. 590.00 (Indian Rupees: five hundred ninety only) [including GST @ 18%], as Bid Document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
	ii) Earnest Money Deposit (EMD)	::	The intending bidders must deposit Rs. 10,000.00 (Indian Rupees: Ten thousand only), as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
1.9	Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.	::	22.08.2019 from 15:00 Hrs.(IST)
2.0	i) Starting date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at https://eprocure.gov.in/e-procure/app	::	27.07.2019 from 12:00 Hrs.(IST)

	ii) Closing date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at https://eprocure.gov.in/eprocure/app	::	21.08.2019, 15:00 Hrs.
	iii) Date & time of opening of Tender	::	22.08.2019, 15:30 Hrs. (IST) onwards.

2. SHORT TENDER NOTICE

E-Tender in **single cover one-part system** (Techno-Commercial Bid + Price Bid) are invited from reliable, bonafied & experienced Manufactures for Supply and delivery of **“VARIOUS GRADES OF LUBRICANT AND GREASE”** to Haldia Dock Complex, as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

➤ Name of work	::	Supply and delivery of “VARIOUS GRADES OF LUBRICANT AND GREASE” to Haldia Dock Complex, on ARC Basis.
➤ E-Tender No	::	2019_KoPT_489972
➤ Date and Time for pre-bid meeting & site visit	::	NA
➤ Last date of submission of e-tender and opening of Techno Commercial Part	::	Submission Up to 15:00 hrs. on 21.08.2019 Opening After 15:30 hrs. on 22.08.2019

Details of the Tender & Tender Documents are available in web site of CPPP and have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/app> only.

3. NOTICE INVITING TENDER

WORK TITLE: - Supply and delivery of “**VARIOUS GRADES OF LUBRICANT AND GREASE**” (As per Bill of Quantities) on **Annual Rate Contract** basis to Haldia Dock Complex.

3.1 E-TENDER NO: 2019_KoPT_489972

E-Tender in **single cover one-part system** (Techno-Commercial Bid + Price Bid) are invited from reliable, bonafied & experienced Manufacturers with sound technical and financial capabilities on fulfilling the following Pre-Qualification Criteria;

3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

- i) Average Annual Financial Turnover during the last three years, ending on **31-03-2018**, should be at least **Rs. 13,79,532.00**
- ii) Experience of having successfully completed similar works (supply) during last 5 years ending on 3.07.2019 [i.e. from 01.07.2017 to 30.06.2019] should be either of the following: -
 - a. Three similar completed works (supply) each, costing not less than the amount equal to Rs. 16.00 Lakhs (each).
 - Or
 - b. Two similar completed works (supply) each, costing not less than the amount equal to Rs. 24.00 Lakhs(each).
 - Or
 - c. One similar completed works (supply), costing not less than the amount equal to Rs. 32.00 Lakhs.
- iii) Similar works means: Supply and delivery of various types of Lubricants and Greases, Engine oil, Transformer oil etc. to State Govt./Central Govt./ PSU or Public / Private organization, which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents:

Certificate of execution / Goods Receipt Note / Excise Invoice / Tax Invoice / Receipted challan copy / Payment receipted documents or any other documents substantiating the proof of supply of materials to the satisfaction of the tender issuing authority.

3.3 TENDER AUTHORITY: -

Sr. Dy. Manager (MM), Haldia Dock Complex, Jawahar Tower [2nd Floor], P.O.- Haldia, Dist. Purba Medinipur – 721 607, Tele-Fax: - [03224]-263266.

Due Date Of submission	21.08.2019	Time	UPTO 15:00 hrs.	Date of Opening of Bid of the Tender	22.08.2019	Time	15:30 hrs. onwards.
Bid document will be available on CPP portal. Bidders will have to participate in bidding process through website https://eprocure.gov.in/eprocure/app only.							
Date and Time for pre-bid meeting & site visit			NA				

Cost of Tender document (Non-refundable)	Rs. 590.00 (Rupees Five Hundred Ninety only) including 18% GST.
Earnest Money Deposit	Rs. 10,000.00 (Rupees Ten Thousand only)
Time of Completion	30 (Thirty) days from the date of receipt of Part order by the successful bidder.
Estimated Cost Of Work	Rs. 38,96,985.00 [Rupees Thirty Eight Lakh Ninety Six Thousand Nine Hundred Eighty Five only] plus GST.

3.4 OTHER INSTRUCTIONS: -

3.4.1 E-Tender under **single cover one-part system** (Techno-Commercial Bid + Price Bid) from resourceful, experienced and bonafide manufacturer with sound technical and financial capabilities for the above mentioned work (supply) at Haldia Dock Complex.

3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site of CPPP and have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/app> only.

3.4.3 E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

3.4.4 Bidders shall submit the Bid Document as stipulated in the "Instructions to Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

3.4.5 E-Tenderers will be received through CPPP up to 15:00 hrs. on the last date of submission and opening of tender specified above.

3.4.6 **Techno Commercial Part as well as Price Bid** of the e-Tender will be opened shortly after **3.30 p.m.** on the stipulated date.

3.4.7 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

3.4.8 It is stated here that the subject tender may not be extended further.

3.4.9 Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**General Manager (Engineering)
Haldia Dock Complex**

4. Important instructions for E-procurement

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust, Haldia Dock Complex):

1. S. P. Bhattacharjee, Sr. Dy. Manager(MM), Mob: 9434063649, email: spb.hdc@nic.in
2. D. Tudu, Dy. Manager (MM), Mob: 9434015761, e mail: dtudu.hdc@nic.in

Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950

email: webhelpdesk@gmail.com See CPP Portal for contact details.

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda". A declaration in this regard is to be made by the bidder.
9	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidders can witness electronic opening of Bid. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal

5. INSTRUCTION TO BIDDER

E-TENDER FOR SUPPLY AND DELIVERY OF “VARIOUS GRADES OF LUBRICANT AND GREASE” on Annual Rate Contract basis (AS PER BILL OF QUANTITIES) TO Haldia Dock Complex.

E -TENDER NO: 2019_KoPT_489972

5.0 PREFACE:

The Supply and Delivery work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications & detailed Bill of Quantities.

5.1 EARNEST MONEY:

Earnest money and cost of tender document are to be physically deposited at the office of Tendering Authority (Sr. Dy. Manager [Materials Management], 2nd floor Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607), separately in a single sealed envelope, mentioning Tender no. with proper marking.

Demand Draft /Banker's Cheque /Pay Order etc. against Earnest money and cost of tender document, should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder in favour of Kolkata Port Trust, payable at Haldia before opening of the tender, as specified in the Tender Document.

5.1.1 Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting bidder :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) DD/BC No. :

5.1.2 Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting bidder :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) DD/BC No. :

Tender submitted without requisite Earnest Money and tender paper will be liable for rejection.

5.2 MODE OF SUBMISSION OF BID:

5.2.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

5.2.2 Techno commercial part shall contain the following which are to be uploaded: -

- a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) The un-priced "Abstract Form of Tender" & "Form of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.
- d) Bidder's information to be submitted as per enclosed format marked as Annexure-II.
- e) A Declaration as per '**Annexure – I**' that no conditions / deviations have been added in the price part of the Bid.
- f) Scan copy of the following documents to be uploaded: -
 - i) **GSTIN** / Provisional GST registration certificate.
 - ii) Valid **Trade Licence**.
 - iii) Valid **Professional Tax** Clearance Certificate / Up to date tax payment, if applicable.
- g) Credentials in the form of copies of Letters of Award of Works (supply) along with corresponding document to justify that the intending bidder satisfies the pre-qualification criteria, regarding completion of supply.
- h) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (**i.e. 2015-2016, 2016-2017, 2017-2018**).
- i) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

5.2.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

5.3 OPENING OF BIDS:

Techno Commercial Part along with Price Bid as stated above will be opened on the date and time as fixed in the e-tender document on line.

5.4 SECURITY DEPOSIT:

5.4.1 For the successful Bidder, the **Security Deposit** shall be converted from the Earnest Money deposit in accordance with clause 3.4 (f) and (g) of the General Conditions of Contract.

5.4.2 Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

5.5 REFUND OF EARNEST MONEY:

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after finalization of the e-Tender.

5.6 VALIDITY OF OFFER:

The e-tender shall remain valid for a period of **120 [One Hundred Twenty] Days** from the date of opening 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 e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

5.7 DETAILED SCRUTINY OF E-TENDERERS:

5.7.1 During the course of examination of Techno Commercial Part of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened.

5.7.2 During Techno-Commercial Evaluation of tender, an offer shall be considered **non-responsive** in case: -

- (i) Requisite earnest money is not deposited.
- (ii) Requisite tender paper cost is not deposited.
- (iii) validity of the offer is less than tender stipulation,
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

In addition to above, a bidder may be disqualified if –

a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last five years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

5.8 For Micro & Small Enterprises (MSEs) registered with NSIC: -

- 5.8.1 Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves waiver of EMD and cost of tender documents: -
- 5.8.2 Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.
- 5.8 **Scheduled Caste (SC) & Scheduled Tribe (ST)** entrepreneurs should have documentary evidences, to get benefit in this regard.

[**Note:** - Bidders shall upload scanned copy of necessary document in this regard]

5.9.1 For Micro & Small Enterprises (MSEs) registered with NSIC:

If eligible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with Authorities 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 of 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.

5.10 ACCEPTANCE OF TENDER:

- 5.10.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 5.10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 5.10.3 The successful Tenderer will be notified in writing of the acceptance of his tender.
- 5.10.4 Work experience, as a sub-supplier or supply contractor shall not be considered as the requisite qualification

5.11 MISCELLANEOUS:

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.

- (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- (vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in Ko. P. T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

6. COMMERCIAL TERMS & CONDITIONS:

Sl. No.	Terms & Conditions
1.	Mere submission of Tender Document will not mean that a particular bidder will be automatically be considered qualified and their bids will be Considered after evaluation of bids.
2.	Price Part of only those bidders will be considered for evaluation who qualifies techno commercially.
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)/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, 4% sub-target for MSE owned by SC or ST Entrepreneurs 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 registered with NSIC, then they will not have to deposit cost of Tender Document and Earnest Money as per NIT.</p>
5.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE)/Udyog Aadhaar 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 supply comprises of supply and delivery of Lubricants and greases, in all proportions with the grade mentioned in the Bill of Quantities to HDC's Store at Haldia or any other point of delivery, as per Part Orders to be placed during the contract period.</p>
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.	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 Engineer/Engineer's Representative of HDC thereon shall be final.
11.	The Engineer/Engineer's Representative also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
12.	The Engineer/Engineer's Representative 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.
13.	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
14.	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.
15.	Bidders are advised to visit the site of Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, for carrying materials etc. before submission of the tender.
16.	<p>NON- RESPONSIVE BIDDER: -</p> <p>The bid is non-responsive, if:</p> <ul style="list-style-type: none"> i) Non acceptance of 120 days' validity from the date of opening of techno-commercial bid. ii) Any deviation from the tender terms & conditions.
17.	<p><u>EARNEST MONEY AND SECURITY DEPOSIT: -</u></p> <ul style="list-style-type: none"> i) The Earnest Money Deposit shall be released to the unsuccessful Bidder without any interest after finalization of Successful bidder. The Earnest Money of the successful Bidder shall be released after receiving Security Deposit. ii) The EMD shall be adjusted towards Security Deposit equal to 5% of the basic contract value. The successful bidder shall pay Balance Security Deposit by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalized Bank of India drawn in favour of Haldia Dock Complex and payable at Halide, within 30 days from the date of placement of order. Failing which, the HDC reserves the right to cancel the acceptance and forfeit the Earnest Money. <p>The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period.</p> <ul style="list-style-type: none"> iii) If the contract value of Rs. One lac and above, the supplier shall be offered a DD or Bank Guarantee in the form of Security Deposit by any nationalized/scheduled bank payable at Haldia. The Bank Guarantee shall be submitted in the form shown in Annexure-A with the claim period of one month over the validity of 120 days. 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'. iv) The security deposit converted into performance bank Guarantee for the period of

	12 months.
18.	<u>PRICING OF BIDS: -</u>
	i) Price should be quoted on F. O. R. (including charges for packing, forwarding, loading, transportation, unloading, stacking, transit risk etc.) HDC's site/store at Haldia, excluding of GST as applicable.
	ii) The Bidder shall state clearly the percentage of GST as applicable quoted in the price BOQ in Annexure-V.
	iii) Each bidder shall keep in mind while quoting his rate, in the event of part order being placed, his quoted rate shall remain firm of the subject order till the entire supply of goods is completed.
	iv) No Price escalation is admissible other than statutory taxes as applicable and vice – versa.
19.	<u>EVALUATION CRITERIA</u>
	i) Evaluation will be made on unit lowest (L1) landed price excluding GST quoted against the individual tendered item among the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
	ii) In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.
20.	<u>GST: -</u> The suppliers shall comply with all requirements to avail full credit on GST as applicable.
21.	<u>PAYMENT: -</u>
	90% Payment shall be released within 30 days on the basis of actual supply and delivery at HDC's Central Store/site store.
	10% shall be released after completion of one-year successful guarantee period.

	All the payment through NEFT/RTGS through bank.
22.	<u>TIME OF DELIVERY AND CONTRACT PERIOD: -</u>
	The material shall be delivered at Central Store/Site Store within 30 days from the date of receipt of order.
	The supplier delivers the material along with all the Test Certificates, Guarantee Certificate and Delivery Challan etc.
	The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Store/Site. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading and stacking at the designated point shall rest with the Supplier. All transit risk will be to supplier's account. The Bidder must send advance intimation to the concerned Officer as to the proposed dates of delivery of each and every installment of supply together with a list showing quantity and particulars of the material in the consignment. Materials will not be accepted if not accompanied by the authorized representative along with proper Delivery Challan, Inspection/Test Certificate, Guarantee Certificate and other related documents. Delivery of materials will not be accepted on Sundays and Holidays. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account. The authorized representative of the Bidder should be present at the time of delivery.
	The Contract would normally be for a period of one year and shall be valid for all part orders to be placed by us within this period. The supplier shall agree to the extension of the contract by a period up-to 6 months , if considered necessary by the Sr. Dy. Manager (MM) and continue to effect supplies at the agreed rates and terms and conditions during the extended period.
23.	<u>DESPATCH ARRANGEMENTS: -</u>
	Supplier can deliver the materials from Monday to Friday except on Port Holidays and during night time. During the delivery time Authorized Representative is present along with the HDC's Representative for carrying out joint inspection based on relevant document.
	In case e-way bill is required to deliver the materials, suppliers need to arrange themselves for the same through latest online portal.
24.	<u>INSPECTION: -</u>
	i)The Materials will be accepted only after Visual Inspection and on the basis of relevant document at Central Store/site Stores and the same shall be confirmed to relevant IS Specification as applicable.
	ii)If required HDC in presence of Supplier shall collect the sample and sent to Government/Government registered Test House for Testing. Selection of the complete Lot will be based on Test Report of the sample. Result of such Testing will be binding

	on Supplier.
25.	<u>REJECTION OF MATERIALS</u>
	Notwithstanding the inspection and passing of materials by Trustees' authorized person, any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest.
	The supplier shall at his own arrangement and cost replace within a period of 1 (one) month all such dispatched materials that have either been rejected by Trustees' authorized person, or have been found in defective/broken/damaged condition after unloading.
	Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Stores, H.D.C. within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials within a reasonable time, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.
26.	<u>GUARANTEE PERIOD</u>
	The Guarantee period of the materials for the period of 12 months from the date of acceptance of material by HDC. During the Guarantee period any defect on the supplied material should be replaced free of cost by supplier.
27.	<u>TRANSIT RISK: -</u>
	Transit risk will be on supplier's account since the delivery is to be made on F. O. R. Destination basis.
28.	<u>PERMITS: -</u>
	The Supplier shall take necessary pass to allow the man, material and vehicle to HDC's Site store/Central store through Main Gate which requires necessary RFID pass issued by Shipping office/ Administration/CISF with necessary charges as applicable.
29.	<u>LIQUIDATED DAMAGES: -</u>
	If the successful bidder (supplier) failed to supply materials during the delivery period, the supplier shall be imposed liquidated damage @ ½ percent of the total landed cost excluding GST as applicable for every week delay on materials out of schedule of delivery which should exceed 10 per cent of the total landed cost.
30.	<u>PACKING: -</u>
	Supplier(s) 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 for protection against damage, loss, leakage etc.
31.	<u>PACKSIZE: -</u>
	The tenderer would require to supply LUBRICANT AND GREASE in the as per Manufacturer's standard pack size. Manufacturer's name and Brand name/Product name must be mentioned in the offer clearly. The Tenderer should mention the pack size of their product they would supply.
32.	<u>PRODUCT CHARACTERISTICS: -</u>

	Composition (Chemical / Physical etc.) and Characteristics of the product(s) to be offered, their performance standard / levels should be equivalent to those as per the grade mentioned in our tender document, so that they are compatible and miscible in all proportion with corresponding grade mentioned in the B.Q. of the instant tender document.
	A confirmation certificate in line with the above should be submitted by the bidder(s) along with their offer.
33.	<u>CERTIFICATES:</u> -
	Guarantee Certificate in line with the tender clause are to be submitted by the bidder. Manufacturer's Test Certificate must be produced at the time of inspection of the materials and along with the supply. However, the inspection shall be carried by the third party agency in presence of Port officials if required based upon QOP approved by Engineers/ Engineers representatives.
34.	<u>TECHNICAL CATALOGUE/ PRODUCT DATA SHEET:</u> -
	The bidders shall have to submit Technical Catalogue/ Product Data Sheet of their quoted product(s) along with their techno-commercial bids.
35.	<u>TEST CERTIFICATE:</u> -
	Manufacturer's Test Certificate or that from a Government /Government registered/ recognized/approved Test House or Laboratory is required to be submitted by the tenderer along with the supply.
36.	<u>QUANTITY:</u> -
	The quantity as mentioned in the Bill of Quantities is only indicative. The total quantities to be purchased under the rate contract cannot be guaranteed as the purchases are to be made according to our actual requirement against part orders placed from time to time. The Trustees reserve themselves the right to place no orders in case of no requirements during the period of contract including extended period. Variation of quantity will be (+/-) 30%.
37.	<u>RISK PURCHASE:</u> -
	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 (MM) or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).
38.	<u>BANNED OR DE-LISTED CONTRACTORS:</u> -
	Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, Quasi-Government Agency or, PSU. If a Bidder has been banned / de-listed by any Government or, Quasi-Government Agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with Techno-Commercial Bid. Incorrect declaration or suppression of facts will lead to rejection of the Offer.
39	<u>FORCE MAJEURE:</u> -
	In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other Party be

	suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties. The Term 'FORCE MAJEURE' as employed herein shall mean acts of God, Earthquake, Floods and Hurricane / Cyclone, War, Revolution, Riot, Fire, Strike excluding strike by the employees of the Supplier or their Sub-contractors. Upon the occurrence of such cause the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning thereof giving full particulars and the satisfactory evidence in support of its claim.
40.	<u>JURISDICTION OF COURT:</u> -
	The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.
41.	<u>WORKMEN COMPENSATION:</u> -
	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.
42.	<u>PERSONAL PROTECTIVE EQUIPMENT (PPE):</u> -
	Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply of materials inside the Dock premises.
43.	<u>DEFAULT CRITERIA:</u> -
	HDC may serve a written notice of default to the Supplier in case of following situations
i)	If supplier fails to deliver any or all of the materials within the Time period(s) specified in the contract or any extension thereof granted by HDC.
ii)	Delivery is unsatisfactory as per Tender Terms.
iii)	If supplier fails/delays to perform any other obligation(s) under the Contract.
iv)	In either of the above circumstances, does not remedy his failure within a period as specified in contract or such period as HDC may authorize in writing after serving default notice to the supplier.
v)	In the event of failing the clause (iv) the EMD and Security Money of the supplier will be forfeited along with banning/Blacklisting as deemed appropriate by HDC.
44.	<u>TERMINATION:</u> -
	Either party may terminate the Agreement before the end of the validity of the Agreement as stated aforesaid by serving 3 months' notice in writing to the other party. In such a case, neither party shall be to claim any compensation from the other party for the premature termination of the Agreement. All the pending jobs as on date of termination of Agreement shall be continued and completed even after termination of Agreement in the same manner as would be done during the validity of the Agreement.

7. PREAMBLE TO THE BILL OF QUANTITIES

E-TENDER FOR SUPPLY AND DELIVERY OF “VARIOUS GRADES OF LUBRICANT AND GREASE” (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.

E -TENDER NO: 2019_KoPT_489972

7.1The Bill of Quantities must be read with the General Conditions of Contract and the Particular Specifications of supply and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

7.2The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of supply actually executed at the accepted rates as per Order Letter.

7.3This being an **Annual Rate Contract**, the Bidder shall quote his **rates against all items on line** based on his own analysis.

The Tender Price thus established would be taken for comparative evaluation, subject to the relevant provisions of the tender.

8. BILL OF QUANTITIES (UN-PRICED BID)

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

[BIDDERS NOT TO QUOTE HERE]

Sl. No	Item code	DESCRIPTION	UNIT	TOTAL QUANTITY	NAME OF EQUIVALENT GRADE to be offered			
					HPCL	BPCL	BAMAN LAWRIE	OTHERS
1	39137001	Servo Gear HP 90	LTR	420				
2	39137002	Servo Gear HP140	LTR	630				
3	39152002	Servo Marine 1040	LTR	5040				
4	39139002	Servo Mesh SP 220	LTR	3150				
5	39144001	Servo System 32	LTR	840				
6	39144003	Servo System 46	LTR	1050				
7	39144015	Servo System 68	LTR	3360				
8	39144012	Servo System 320	LTR	2520				
9	39144019	Servo System HLP 68	LTR	420				
10	39020018	Servo System HLP 100	LTR	840				
11	39145001	Servo Torque 10	LTR	840				
12	39150001	Servo Press 100	LTR	420				
13	39134001	Servo Press 150	LTR	210				
14	39112001	Servo Pride TC 15w40	LTR	9030				
15	39133002	Servo RR 606 MG	LTR	7770				
16	39139001	Servo Mesh SP 150	LTR	2940				
17	39141001	Servo Spin 12	LTR	210				
18	39132001	Servo Coat 120	KG	364				
19	39132004	Servo Coat 170 T	KG	420				
20.	39138001	Servo Gem 2	KG	3458				
21.	39138002	Servo Gem 3	KG	546				
22.	39138004	Servo Gem EP 2	KG	1456				

Abbreviations: - LTR- Litre, KG- Kilogram

Signature of Tenderer with Office Seal

9. ANNEXURE-I

DECLARATION OF THE BIDDER

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

[To be printed on the bidder's Letter Head duly filled and uploaded after seal & signing]

To,
Sr. Dy. Manager (MM)
Haldia Dock Complex;
Kolkata Port Trust.

Name of Work:

PROCUREMENT OF" VARIOUS GRADES OF LUBRICANT AND GREASE" (as per the Bill of Quantities) to Haldia Dock Complex, Haldia. On Annual Rate Contract Basis.

Tender No.: HDC/MM/OT-05 /39/112

E-Tender No.: 2019_KoPT_489972

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

* I / We have not been debarred or de-listed by any Government or Quasi-Government Agencies or Public Sector Undertaking in India.

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 not made any addition / modification / alteration in the Bidding Documents hosted in the websites.

I / We have deposited Requisite Earnest Money.

OR

I / We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) as per tender condition. The offered prices would be given in the "Price Bid (Part-II)" electronically, through the website of MSTC Ltd. only.

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

I/We have not made any addition/ modifications/alteration in the Bidding Documents hosted in the websites.

I/We have submitted all the documents applicable as per Annexure-II.

The offered prices would be given in the "Price Bid (section)" electronically, through the Website of MSTC Ltd. only.

Signature of authorized person of the bidder
(With office seal)

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

10. ANNEXURE-II

BIDDER'S INFORMATION

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

GENERAL INFORMATION OF THE BIDDER

The bidder must submit the information in this format.

1.	Information regarding bidder's authorized representative(s) / contact person(s)		
	a)	Name(s)	
	b)	Address(es)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
2.	a)	Address of the branch office, if any	
	b)	Name of the contact person at branch office	
	c)	Mobile number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address (e-mail)	
3.	Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited Company		
4.	Details of the Banker(s):		
a)	Name of the Banker(s) in full.		
b)	Address(es) of the Banker(s)		
c)	Telephone number(s)		
d)	Facsimile number(s)		
e)	Electronic mail address		
f)	Name(s) of the contact person(s)		

Annexure-II

5.	Bank details for ECS payment :		
	a)	Bank Account number.	
	b)	Name of the bank.	
	c)	Name of the branch.	
	d)	Address of the branch.	
	e)	IFSC	
6.	GST Registration No.		

Signature of Tenderer with Office Seal

11. ANNEXURE-III

TO INDICATE THE FOLLOWING DETAILS OF GST:

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

Sl. No.	Item Description	HSN Code	GST Rate (In %)		
			CGST Rate	SGST Rate	IGST Rate
1	Servo Gear HP 90				
2	Servo Gear HP140				
3	Servo Marine 1040				
4	Servo Mesh SP 220				
5	Servo System 32				
6	Servo System 46				
7	Servo System 68				
8	Servo System 320				
9	Servo System HLP 68				
10	Servo System HLP 100				
11	Servo Torque 10				
12	Servo Press 100				
13	Servo Press 150				
14	Servo Pride TC 15W40				
15	Servo RR 606 MG				
16	Servo Mesh SP 150				
17	Servo Spin 12				
18	Servo Coat 120				
19	Servo Coat 170 T				
20	Servo Gem 2				
21	Servo Gem 3				
22	Servo Gem EP 2				

Signature of Tenderer with Office Seal

12. ANNEXURE-IV

Bidder's Bank Details

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

A/c No.	
A/c holder Name:	
Bank Name & Bank Address:	
Branch Name:	
IFSC:	

Signature of Tenderer with Office Seal

13. ANNEXURE-V

PRICED BILL OF QUANTITIES [BIDDERS NOT TO QUOTE HERE]

Sl. No.	Description	Unit	Qty	Unit Rate On F.O.R. upto HDC's Store (Rs /unit)	Calculation of Evaluated Cost (Rs /unit)
1	Servo Gear HP 90	LTR	420		
2	Servo Gear HP140	LTR	630		
3	Servo Marine 1040	LTR	5040		
4	Servo Mesh SP 220	LTR	3150		
5	Servo System 32	LTR	840		
6	Servo System 46	LTR	1050		
7	Servo System 68	LTR	3360		
8	Servo System 320	LTR	2520		
9	Servo System HLP 68	LTR	420		
10	Servo System HLP 100	LTR	840		
11	Servo Torque 10	LTR	840		
12	Servo Press 100	LTR	420		
13	Servo Press 150	LTR	210		
14	Servo Pride TC 15W40	LTR	9030		
15	Servo RR 606 MG	LTR	7770		
16	Servo Mesh SP 150	LTR	2940		
17	Servo Spin 12	LTR	210		
18	Servo Coat 120	KG	364		
19	Servo Coat 170 T	KG	420		
20	Servo Gem 2	KG	3458		
21	Servo Gem 3	KG	546		
22	Servo Gem EP 2	KG	1456		

Note: - The Pack Size for Item Sl. Nos. 1 to 15 will be 210 LTR and for Item Sl. Nos. 18 to 22 will be 182 KG.

Abbreviations: - LTR- Litre, KG- Kilogram

Signature of Tenderer with Office Seal

14. ANNEXURE-VI

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 years 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.	::	