Kolkata Port Trust Haldia Dock Complex

E-Tender Notice

NIT No. KoPT/Haldia Dock Complex/Med Div/4/17-18/ET/670 for supply, delivery, installation and commissioning and annual maintenance contract of Electrolyte Analyser. Bidders can submit bid online through MSTC's e-portal www.mstcecommerce.com within 17.04.2018 at 15.00 Hrs. (IST), beyond which no bid can be submitted. Tender document and other details can also be viewed and downloaded from www.kolkataporttrust.gov.in & www.eprocure.gov.in . Offline submission of tender is not acceptable. Corrigendum / addendum, if any, will be posted in the aforesaid websites only and no separate press advertisement shall be made. Tenderers should regularly visit websites.

KOLKATA PORT TRUST HALDIA DOCK COMPLEX

Office of the Medical Division,

P.O.: - Haldia Township, Dist.: Purba Medinipur,

PIN: 721607, West Bengal

Ph. No. 03224-265856, FAX : 03224-264722 E-mail id: drthazra.hdc@nic.in

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from manufacturers/authorized dealer / distributor /stockiest / supplier for supply , delivery, installation, commissioning and annual maintenance of Electrolyte Analyser (as per the Bill of Quantities) to Haldia Dock Complex.

Bid Document may be downloaded from MSTC website **www.mstcecommerce.com** Corrigendum/ addendum / clarifications, if any, shall be hoisted on the above mentioned website only.

SCHEDULE OF TENDER (SOT):

a.	TENDER	NO.	Med/003/Analyzer/1061		
b.	MODE OF	TENDER	e-Procurement System		
			(Online Part I - Techno-Commercial Bid and		
			Part II - Price Bid) through		
			www.mstcecommerce.com of MSTC Ltd.		
			The intending bidders are required to submit their		
			offer electronically through e-tendering portal. No		
			physical tender shall be accepted by Haldia Dock		
			Complex, Kolkata Port Trust.		
C.	E-Tender	No.	KoPT/Haldia Dock Complex/Med		
	(System C	Generated)	Div/4/17-18/ET/670		
d.		IT available to parties to	March 22, 2018		
	download				
e.		Meeting closing date & Time	NA		
f.	i)	Earnest Money Deposit	The intending bidders should submit Earnest Money		
			of INR 1037/- (Rupees One Thousand Thirty Seven		
			only) to Haldia Dock Complex along with their offer		
			otherwise their offer will be summarily rejected.		
			The bidders are advised to deposit Earnest Money		
			using the Axis Bank Payment Gateway only. No		
			other method of payment of EM shall be accepted.		
			The Bidders would be able to access the payment		
			gateway from the Vendor log in page of the MSTC		
			ecommerce site. (www.mstcecommerce.com→ e-		
			Procurement →PSUs / Govt.departments→Kolkata		
			Port Trust) itself under the icon: "HDC		
			EMD/Tender Fee Payment". Clicking this icon will		
			take the bidders to the Axis bank gateway.		
			Alternatively the Bidders can also access the		
			gateway from Axis bank easy pay site		

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		(https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)
		For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).
		The method of use of the gateway is indicated under "Procedure of Payment of Earnest Money and Bid Document Fee through Axis Bank Gateway" section of the tender document.
		Tenderers should deposit Earnest Money before filling and submission of bids.
		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 vendor/contractor: b) E- Tender No.: KoPT/Haldia Dock Complex/Med Div/4/17-18/ET/670 c) Amount remitted: d) Remittance Bank Details:
		e) URN No .: f) Date of payment:
		Important Note: The intending bidders, who are either registering for the first time with MSTC Ltd. or has renewed their Digital Signatures in the interim, must register with MSTC Ltd. 72 hours before depositing Earnest Money and Bid Document Fee.
ii)	Bid Document Fee	The intending bidders should submit Bid Document Fee of INR 590/- (Rupees Five hundred Ninety only) including GST 18% to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.
		The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.
		The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site. (www.mstcecommerce.com→ e-Procurement →PSUs / Govt.depatments→Kolkata Port Trust) under the icon: " HDC EMD/Tender Fee

			Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)
			For making payment of Bid Document Fee through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).
			The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document.
			Tenderers should deposit Bid document fee before filling and submission of bids.
			Details of Bid document fee remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder: a) Name of remitting vendor/contractor: b) E- Tender No.: KoPT/Haldia Dock Complex/Med Div/4/17-18/ET/670 c) Amount remitted: d) Remittance Bank Details:
			e) URN No.: f) Date of payment:
			Important Note: The intending bidders, who are either registering for the first time with MSTC Ltd. or has renewed their Digital Signatures in the interim, must register with MSTC Ltd. 72 hours before depositing Earnest Money and Bid Document Fee.
	iii)	Transaction Fee	INR 123.00 (Rupees One hundred twenty three only) including GST @ 18% on Service Charge towards Payment of Transaction fee only through the link "Transaction Fee Payment" of MSTC LIMITED. (refer clause. No. 4 of "Important instructions to the Bidder for E-procurement")
h.		of submission of EMD & Bid	April 17, 2018 up to 1500 hours
	Document	fee.	

	Last date of submission of Transaction fee	Three working days before the last date of closing of
	through RTGS/NEFT in favour of MSTC	online bidding for the e-tender.
	Limited, Kolkata.	
i.	Date of Starting of e-Tender for	From March 22 March ,2018, from 0930 hours
	submission of on line Techno-Commercial	
	Bid and price Bid at	
	www.mstcecommerce.com/eprochome/kopt	
j.	Date of closing of online e-tender for '	April 17, 2018 up to 1500 hours
	submission of Techno-Commercial Bid &	
	Price Bid.	
k.	Date & time of opening of Part-I (i.e.	April 17, 2018 after 1530 hours
	Techno-Commercial Bid) Part-II Price Bid:	
	Date of opening of Part II i.e. price bid shall	
	be informed separately	

List of Annexure:

Important Instructions to Bidders : Annexure -I

Commercial Terms & Conditions : Annexure -II

Bill Of Quantities (Un-Priced Bid) : Annexure - III

Pre-Qualification Criteria of : Annexure-IV

Tenderers

Declaration of Tenderer : Annexure-V

Bidder's Information : Annexure-VI

Details of statutory levies : Annexure-VII

Declaration of Genuineness

of supply.

Annexure - VIII

Price Bid format : Annexure-IX

Technical specification : Annexure-X

Important instructions to the Bidder for E-procurement

This is an e-procurement event of Haldia Dock Complex, Kolkata Port Trust. The e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the terms & conditions as at various Annexures / Appendices of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of E - tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno - Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess **Class III** signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt

- 1). Vendors are required to register themselves online with $\underline{www.mstcecommerce.com} \rightarrow e$ -Procurement \rightarrow PSUs / Govt.departments \rightarrow Register as Vendor Filling up details and creating own user id and password \rightarrow Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.

In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).

Contact persons (Haldia Dock Complex):

1. Dr. T.Hajra
Medical Superintendent
Haldia Dock Complex
Ph. No. 03224 265856
Mb. No. 9434031176
Time: 10AM to 4PM

2. Dr. S.Datta
Senior Medical Officer
Haldia Dock Complex
Ph. No. 03224 263388
Mb. No.9434031192
Time: 10AM to 4PM

Contact persons (MSTC Ltd):

1. Mr. S. Mukherjee
Dy. Manager (e-Commerce)
Mobile No: 07278030407
Landline:03322901004
Email- smukherjee@mstcindia.co.in

Google hangout ID (for chat) -

mstceproc@gmail.com

2. Ms S. Maity

Asstt. Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004

Email: smaity@mstcindia.co.in

B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in the signer box following setting may be applied.

- Tools => Internet Options => Security => Disable protected mode if enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history / Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools \rightarrow Internet Options \rightarrow custom level (Please run IE settings from the page <u>www.mstcecommerce.com</u> once)

- 2. (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
 - (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.
- 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

4. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

- 5. Vendors are instructed to use **Attach Doc** button under AUC Floor Manager menu. Multiple documents can be attached. Maximum size of single document for upload is 5 MB.
- 6. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that

	their	corporate email I.D. provided is valid and updated at the stage of registration of
		dor with MSTC Ltd. (i.e. Service Provider). Bidders are also requested to ensure
		lity of their DSC (Digital Signature Certificate).
7.	(i)	Please note that there is no provision to take out the list of parties downloading the
/ .	(1)	·
		tender document from the web site mentioned in NIT. As such, bidders are
		requested to see the web site once again before the due date of tender opening to
		ensure that they have not missed any corrigendum uploaded against the said
	(")	tender after downloading the tender document.
	(ii)	No separate intimation in respect of corrigendum to this NIT (if any) will be sent to
		tenderer (s) who have downloaded the documents from web site. Please see
		website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
8.		nder cannot be accessed after the due date and time mentioned in Schedule of
		der (SOT) or any extension thereof.
9.	Bide	ding in e-tender:
	a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees
		to be eligible to bid online in the e-tender. Tender fees and Transaction fees are
		nonrefundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s)
		will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c
		no, IFS Code to be mentioned by the tenderer for refund.
	b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as
		well as Price Bid.
	C.	The bidder(s) who have submitted the above fees can only submit their Techno
		Commercial Bids and Price Bid through internet in MSTC website
		$\underline{www.mstcecommerce.com} \rightarrow \text{e-procurement} \rightarrow PSUs / Govt. departments} \rightarrow$
		Login →My menu→ AUC Floor Manager→ live event →Selection of the live event→
		Common Terms→ Attach Doc→ Techno Commercial Bid→ Price Bid→ Final
		Submission.
	d.	The Tenderer should allow to run an application namely enApple by accepting the
		risk and clicking on run. This exercise has to be done twice immediately after clicking
		on the Techno-Commercial bid. If this application does not run then the Tenderer will
		not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, Tenderer should click 'save' for recording
		their Techno-Commercial bid. Once the same is done, the Price Bid link becomes
		active and the same has to be filled up and then Tenderer should click on "save" to
		record their price bid. Once both the Techno-Commercial bid & price bid have been
		saved, the Tenderer can click on the "Final Submission" button to register their bid.
		TE: - The Techno-Commercial Bid & Price Bid cannot be revised once the 'Final
		mission' button has been clicked by the bidder.
	f.	In all cases, Tenderer should use their own ID and Password along with Digital
		Signature at the time of submission of their bid.
	g.	During the entire e-tender process, the bidders will remain completely anonymous to
	ļ.,	one another and also to everybody else.
	h.	The e-tender floor shall remain open from the pre-announced date & time and for as
	<u> </u>	much duration as mentioned above.
	i.	All electronic bids submitted during the e-tender process shall be legally binding on
		the bidder. Any bid will be considered as the valid bid offered by that Tenderer and
		acceptance of the same by the Buyer will form a binding contract between Buyer and
		the Tenderer for execution of supply. Such successful tenderer shall be called

<u> </u>	hereafter Supplier.
	j. It is mandatory that all the bids are submitted with digital signature certificate
	otherwise the same will not be accepted by the system.
	k. Buyer reserves the right to cancel or reject or accept or withdraw or extend the
	tender in full or part as the case may be without assigning any reason thereof.
	I. No deviation of the terms and conditions of the tender document is acceptable.
	Submission of bid in the e-tender floor by any Tenderer confirms his acceptance of terms & conditions for the tender.
	m. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should
	be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10	Any order resulting from this open e-tender shall be governed by the terms and conditions
	mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the Tenderer cannot access the tender, once it has been
	submitted with digital signature.
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s)
	without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and
	prodedures laid down in the website <u>www.mstcecommerce.com/eprochome/kopt</u> of MSTC
	Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16	
17.	
18.	
19.	Cost of Tender Document and Earnest Money deposition shall be exempted for Micro &
	Small Enterprises, who shall submit the following documents for availing waiver of EMD:
	(i) Valid NSIC Registration Certificate with list of stores / items / services /works, for which
	1
20.	
	of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for
	those items will not be considered.
	Due date of submission of tender will not be extended under any situation.
15. 16. 17. 18.	procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTCLtd. The bidders must upload all the documents required as per terms of NIT. Any othe document uploaded which is not required as per the terms of the NIT shall not be considered. The bid will be evaluated based on the filled-in technical & commercial formats. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EME of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders. Necessary addendum / corrigendum (if any) of tender would only be hosted in the etendering portal of M.S.T.C. Cost of Tender Document and Earnest Money deposition shall be exempted for Micro & Small Enterprises, who shall submit the following documents for availing waiver of EMD: (i) Valid NSIC Registration Certificate with list of stores / items / services /works, for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned. 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 cos of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer fo those items will not be considered.

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

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

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

- 2. The Bidder will be required to mention the <u>Bidder's ID</u> (The ID used by the Bidder for logging in the MSTC Website) and <u>Bid Id</u> (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.
- 3. A webpage will populate where the Bidder will be required to select: **Earnest Money** or **Bid Document Fee**, then indicate his Mobile Number and the CAPCHA displayed in the webpage.
- 4. Depending on the selection, another webpage will come up.
- 5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'.
 - In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With".
- 6. The Bidder will be required to mention their Bank Account Number, IFS Code of his Bank, and the Name of the Account, insert the Captcha mentioned in the web page and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required.

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

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

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

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

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

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



KOLKATA PORT TRUST HALDIA DOCK COMPLEX

Office of the Medical Division,
P.O.: -Haldia Township, Dist.: Purba Medinipur.
E-mail id: drthazra.hdc@nic.in/

Fax No. 03224 264722

Commercial Terms & Conditions:

Annexure -II

SI. No.	Terms & Conditions	Response
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	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.	
4.	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. 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. 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.	AGREE
5.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.	AGREE
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.	AGREE
7.	Due date of submission of tender will not be extended under any situation.	AGREE

8.	SCOPE OF WORK :	AGREE
	The work comprises of supply, delivery, installation, commissioning and annual maintenance contract (4 years after warranty period) of Electrolyte Analyser as specified in the Bill of Quantities and to be supplied to Medical Division, Haldia Dock Complex, Haldia Township.	
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.	AGREE
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 Medical Superintendent, Medical Division, Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
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. General Conditions of Contract is also available at HDC, KoPT's website (www.kolkataporttrust.gov.in).	AGREE
12.	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.	AGREE
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.	AGREE
14.	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.	AGREE
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.	AGREE
16.	Bidders are advised to visit the Medical Division of Haldia Dock Complex 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 Medical Superintendent of Medical Division or his authorized representative at his office at Haldia Township 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.	AGREE
17.	VALIDITY: 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.	AGREE
18.	NON- RESPONSIVE BIDDER: The offer/tender shall be treated as non-responsive, if: i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition. ii) Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE

19.	EARNEST MONEY:	AGREE
	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 refunded or released after supply, delivery, installation, commissioning of the machine.	
20.	PRICING OF BIDS :	AGREE
	i) Price should be quoted F.O.R HDC's Medical Division at Haldia including charges for packing, forwarding, loading, stacking, transportation, unloading, and transit risk, necessary for the complete services as described in the documents i.e. on free delivery basis upto HDC's Medical Division at Haldia.	
	ii) The Bidder shall state clearly the percentage of various Taxes and duties that will be charged extra over his quoted rates.	
	iii) Quoted Price should remain firm during currency of contract including extended period. Quoted Price(s) should remain firm till the goods are delivered.	
	iv) No Price escalation is admissible other than statutory increase in Taxes & Duties etc. against documentary proof. In case of decrease in rates of statutory taxes & duties, the price would be correspondingly decreased.	
	v) If any tenderer states that Excise Duty is nil under special Govt. Scheme, his tender will be evaluated accordingly and HDC will not take any liability of payment of Excise Duty during execution of order after implementation of new Govt. order for levy of Excise Duty. Liability of payment of Excise Duty under this condition will be to supplier's account.	
	EVALUATION CRITERIA:	AGREE
21.	Evaluation will be made on over all lowest price(L1) basis (taking into account price of the equipment and cost of annual maintenance contract of 4 years after warranty period) against the tendered items among the technocommercially qualified bids subject to 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.	
22.	PAYMENT:	AGREE
	Electrolyte Analyzer: Payment will be made on the basis of supply, delivery, installation and commissioning of Electrolyte Analyser as per specification and satisfactory acceptance of the Authority against an order. Payment will be made to your Bank account through ECS within 30 (Thirty) days of receipt of satisfactory acceptance note of supply, delivery, installation, commissioning and on submission of clear bill mentioning G.S.T registration number, State Code, HSN Code. The bills should be submitted in quadruplicate to Medical Superintendent's Office with necessary documents in original. Accordingly, bidders are requested to submit their bank Account No. with the name and address of the bank along with the branch name and IFS code number of the Bank.	
	11) Payment for Annual Maintenance Contract: Payment will be made towards Annual Maintenance Contract charge through Bank ECS in two installments per year i.e. 50% after expiry of six months of satisfactory service and rest 50% after completion of another six months subject to satisfactory service.	
	No part payment against part supply will be allowed.	

23. TIME OF COMPLETION AND DELIVERY:

AGREE

Delivery, installation and commissioning of the equipment must be completed within **30(thirty)** days from the date of receipt of order by the supplier. Equipment shall be delivered by the supplier to HDC's Medical Division (store) at Haldia at his/her cost, risk and responsibility.

Delivery period shall be binding on the supplier. If delivery of equipment 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 will be removed from the list of approved suppliers.

In case of default in supply or, failure to deliver as per correct specification 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.

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 Medical Division (store). 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 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 / Manufacturer's Test Certificate, Fitness 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.

24. DESPATCH ARRANGEMENTS:

AGREE

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. Delivery of materials may not be accepted on Saturday, Sunday 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 like Manufacturer's Test Certificate, Fitness Certificate, Guarantee Certificate etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.

25. INSPECTION:

AGREE

Inspection of materials as per Bill of quantity will be carried out by authorized person of Medical Division, HDC at store after delivery of materials. The material will be accompanied with manufacturer's test certificate, fitment certificate, guarantee certificate etc as stated in clause 33. The materials supplied should strictly conform to the specification against the items in our Tender/order.

26.	DE JECTION OF MATERIALS.	AGREE
26.	REJECTION OF MATERIALS:	AGREE
	Not withstanding 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.	
	i i	
27.	<u>WARRANTY</u> :	AGREE
	The product supplied should be warranted for a period of 12 months from the	
	date of acceptance against any manufacturing defect or poor performance. If	
	any defect develops within that period, the materials will have to be replaced	
	free of cost by the supplier.	
	The supplier will have to ensure and provide after sale product support service	
	for the spares / stores, assemblies / subassemblies in case of any defect,	
	fitment problem etc during warranty period.	
28.	TRANSIT RISK:	AGREE
	Transit risk will be on supplier's account since the delivery is to be made on	
	F.O.R. Destination basis.	
29.	PACKING:	AGREE
	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 etc.	
30.	<u>CERTIFICATES</u> :	AGREE
30.		AGREE
	Certificate of origin issued by manufacturer, Warranty Certificate,	AGREE
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34.	FORCE MAJEURE :	AGREE
	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.	
35.	JURISDICTION OF COURT: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.	AGREE
36.	WORKMEN COMPENSATION: 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.	AGREE
37 37.1	Annual Maintenance Contract: The Maintenance Contract shall be Non-Comprehensive in nature. The rate should be valid for 4 (four) years after warranty period. For Non-Comprehensive Maintenance Contract shall includes all charges /cost towards repair/replacement of defective components/parts at his own risk and responsibility. He must attend any number of breakdown calls whatsoever occurs during the maintenance period apart from the half yearly Preventive Services.	AGREE
37.2	Equipment and its accessories required for Non- Comprehensive Annual Maintenance Contract should be carried by the authorized person of OEM/ authorized dealer/agent at their own cost.	AGREE
37.3	Component /spare parts are to be replaced by OEM spares only.	AGREE
37.4	The Breakdown call must be attended within 48 hours from the time of reporting of breakdown call by FAX/e-mail etc. In case of major breakdown/failure, the same may be repaired /replaced within a period of 10 days without imposition of any compensation if Medical Superintendent, Medical Division, HDC (Port Hospital) feels it reasonable and justified, failing which compensation will be imposed as follows:- In the event of failure to commission the equipment within the stipulated date or such extension thereof as may be allowed by the Medical Superintendent in writing, bidder shall be required to pay as compensation to the trustees @ ½% of respective year's maintenance contract value for each day delay in commissioning of the equipment (part of day will be treated as full day), provided always that the amount of such compensation under the provision of this clause does not exceed 10% of the respective yearly Maintenance Contract value. Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage from the money due or likely to become due to the bidder. The payment or deduction of such damages shall not relieve the bidder from his obligations to complete any other liabilities and obligations under the contact. In case of bidder's failure and at the absolute discretion of the Medical Superintendent, the work may be ordered to be completed by some other agency at the risk and expense of the bidder after a minimum of three days notice in writing has been given to the bidder by the Medical Superintendent or his representative.	AGREE

37.5	Preventive Maintenance must be done half yearly. In case the Preventive maintenance is not done within the scheduled month, then unless extension is allowed by the Medical Superintendent in writing, above noted clause 37.4 will be invoked.	AGREE
37.6	In case the equipment or its accessories are required to be repaired outside the premises of Port Hospital, Haldia Dock Complex, then -	AGREE
	(a) The bidder shall indemnify (on the non – judicial stamp paper) Haldia Dock Complex, Kolkata Port Trust and every members, officers, employees and equipment of Kolkata Port Trust against all actions, proceedings, claims, costs, expenses whatsoever in respect of or arising out of any failure by the bidder in the performance of his obligation under the contract.	
	(b) The bidder must provide Haldia Dock Complex, Kolkata Port Trust with an Indemnity Bond (on non judicial stamp paper) for keeping Kolkata Port Trust's Hospital Equipments/accessories (as per quantity mentioned in relevant challans/delivery notes/documents) in safe custody and in correct quantity and quality till delivery at the specified store /delivery point of Kolkata Port Trust, Haldia Dock complex and handing over the same to the authorized Store – in – charge of the specified store/delivery point of Kolkata Port Trust, Haldia dock Complex.	
	(c) The bidder will have to indemnify through INDEMNITY BOND to the effect that equipment(s) /its parts are to be brought back in commission at his/her own risk and responsibilities without any extra cost to be borne by Haldia Dock Complex.	
	(d) The bidder will have to make interim alternative arrangement against such equipment, taken for repair outside, till the commissioning of the original equipment is made.	

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BILL OF QUANTITIES (UN-PRICED BID)

[BIDDERS NOT TO QUOTE HERE]

SI. No.	Name and Description of Equipment	Qty.	Unit	If your offer exactly match to our specification, write "YES" and give your technical details & specify make / brand.
1	Electrolyte Analyzer	1	No.	

SI. No.	Name and Description of work	If your offer exactly matches with our terms and conditions of Annual Maintenance Contract write "YES"
2	Annual Maintenance Contract of quoted Electrolyte Analyser for 1 st year after expiry of warranty period.	
3	Annual Maintenance Contract of quoted Electrolyte Analyser for 2 nd year.	
4	Annual Maintenance Contract of quoted Electrolyte Analyser for 3 rd year.	
5	Annual Maintenance Contract of quoted Electrolyte Analyser for 4 th year.	

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Pre-Qualification Criteria of Tenderers:

Following documents for meeting the pre-qualification criteria are required to be uploaded by the tenderer along with offer otherwise their offer may be rejected:

1. The prospective bidder(s) shall submit **credential for supply of similar type of medical equipment** to Govt., PSU or Public / Private organization amounting to total cumulative ordered value of Rs. 1,24,380.00 in any number of orders, during last 3 (three) years (i.e. for the period), which should be substantiated by producing relevant purchase order copies along with any one or more of the following documents —

Receipted Challan,

Certificate of Execution,

Goods Receipt Note,

Excise Invoice,

Tax Invoice,

Consignment Note.

or any other documents as a proof of supply.

- 2. G.S.T Registration Certificate.
- 3. Up-to-date Professional tax payment challan (if applicable)
- 4. Excise Registration certificate. (if applicable)
- 5. Copy of valid Dealership / Distributorship Certificate in case of dealer / distributor.
- 6. Certificate of origin mentioning make / brand name and full particulars of source, i.e. manufacturer's name, address, telephone no, email, fax no etc.

DECLARATION OF THE BIDDER

Medical Superintendent (Medical Division) <u>Haldia Dock Complex</u>

I / We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. I / We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the Tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our Tender being
accepted in full or, in part, I / we also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with the acceptance thereof in writing by or, on behalf of the Trustees shall form the Contract.
I / We have deposited 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.
I / We agree that the period for which the Tender shall remain open for acceptance shall be 120 days.
Date : Place :
Signature of Tenderer with Office Seal
Name:
Address:

Phone No & Fax No:_____

E-Mail ID: _____

BIDDER'S INFORMATION

Medical Superintendent, Haldia Dock Complex

Tender ref. no.	Med/003/Analyzer/1061						
Name of work/Item Description:	Supply, delivery, installation, commissioning and annual maintenance of Electrolyte Analyser to Haldia Dock Complex.						
Name of the Company:							
Address:							
Contact Person's Name:							
Phone:							
Fax:							
E-Mail Address:							
Have you studied the Pre-Qualification requirement of the selected tender?	Yes / No						
Is the company having Copy of G.S.T Registration Certificate?	Yes / No						
Is the company having Current valid Professional Tax Payment Challan (PTPC)?	Yes / No						
Is the Company meeting the pre-qualifying criteria mentioned in the NIT?	Yes / No						
Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.	Yes / No						
Are you MANUFACTURER of the tendered materials? Please indicate your status.	Yes / No						

- (a) I / We hereby declare that I / We have not been banned or, de-listed by any Government or Quasi-Government Agency or Public Sector Unit.
- (b) I / We hereby enclose the details of any banned / de-listed imposed on my / our agency by any Govt. / Quasi Govt. Agency or, PSU.

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

I / We agree to upload the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Pre-qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC, our tender shall be liable for rejection.

Signature of Tenderer with Office Seal

TO INDICATE THE FOLLOWING DETAILS OF STATUTORY LEVIES:-

For Electrolyte Analyzer

SL. NO.	HSN Code	TARIFF HEAD	WHETHER / (GIVE TIO	Percentage (%)	
***************************************			YES	NO	
1.		SGST			
2.		CGST			
3.		IGST			

For Annual Maintenance Contract of Electrolyte Analyzer

SL. NO.	SAC Code	TARIFF HEAD	WHETHER A	Percentage (%)	
			YES	NO	
1.		SGST			
2.		CGST			
3.		IGST			

Signature of Tenderer with Office Seal

PROFORMA FOR DECLARATION OF GENUINENESS OF DOCUMENTS

To,
Medical Superintendent,
Medical Division
Haldia Dock Complex
P.O: Haldia Township,
Dist.- Purba Medinipur, PIN-721607
West Bengal

Dear Sir,

-	ject: Declaration of genuineness of documents submitted for E-Tender No. KoPT/Haldia Dock plex/Med Div/4/17-18/ET/670 against HDC's Tender ref. no. Med/003/Analyzer/1061
We,	M/s, the bidder against the subject
tende	er, hereby declare that all documents, submitted with tender as per tender condition or to be
subm	nitted during execution of contract, are genuine and correct.
In ca	se any document is found to be false / forged / incorrect at any point of time including execution
of co	ntract, we shall be liable for all consequences and responsible for making good any loss to the

trustees. Moreover, in such case trustees reserve the right to take action against us as deemed proper.

Yours faithfully

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney.

E-Tender No. KoPT/Haldia Dock Complex/Med Div/4/17-18/ET/670

PRICED BILL OF QUANTITIES

[BIDDERS NOT TO QUOTE HERE]

BOQ I tem No.	Name and Description of Equipment	Qty.	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis	Excise Duty	Amount of G.S.T	Any other levies if applicable	Calculation of Landed Cost
			(Rs /unit) a	(Rs /unit) b	(Rs/Unit) c	(Rs /unit)	(Rs /unit) f= a+b+c+d
1	Electrolyte Analyser	1					

..... continued to next page

BOQ Item No.	Name and Description of work	Cost of Annual Maintenance	Amount of G.S.T	Any other levies if applicable	Calculation of Landed Cost
		(Rs)	(Rs)	(Rs)	(Rs)
		g	h	i	k= g+h+i
2	Annual Maintenance Contract of quoted Electrolyte Analyser for 1 st year after expiry of warranty period.				
3	Annual Maintenance Contract of quoted Electrolyte Analyser for 2 nd year.				
4	Annual Maintenance Contract of quoted Electrolyte Analyser for 3 rd year.				
5	Annual Maintenance Contract of quoted Electrolyte Analyser for 4 th year.				

Signature of Tenderer with Office Seal

TECHNICAL SPECIFICATION OF ELECTROLYTE ANALYSER [03 Parameters (Na+, K+, CI-)]

Standard Features:

- 1. Fully Automatic Electrolyte Analyser for estimation of Sodium (Na), Potassium (K) and Chloride (CI).
- 2. ISE Mode of operation.
- 3. Should have maintenance free ion selective electrode.
- 4. Should be able to estimate electrolytes from whole blood, serum, plasma & urine.
- 5. Simple menu driven operation.
- 6. Auto calibrated.
- 7. Automatic probe wiping.
- 8. Result should be printed automatically within 60 seconds.
- 9. All calibrants should be in convenient disposable solution pack.
- 10. All waste is to be collected in solution pack.