

**HALDIA DOCK COMPLEX
KOLKATA PORT TRUST**



**TENDER FOR
SUPPLY & DELIVERY OF PACKAGED DRINKING WATER
TO THE DIFFERENT OFFICES OF
HALDIA DOCK COMPLEX, KOLKATA PORT TRUST
AT HALDIA**

**TENDER No.
AD/0021/PDW/2019/4**

**E-TENDER NUMBER
KoPT/Haldia Dock Complex/Admn. Div/3/19-20/ET/17**

ADMINISTRATION DIVISION

TABLE OF CONTENT

SL. No.	Clause	Contents	Page No.
1		DISCLAIMER	3
2		NOTICE INVITING TENDER (NIT)	5
3		IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT (ANNEXURE-I)	11
4	1	BACKGROUND	17
5	2	SCOPE OF WORK	17
6	3	ELIGIBILITY CRITERIA	18
7	4	GENERAL INSTRUCTIONS TO THE TENDERERS	18
8	4.1	PREPARATION AND SUBMISSION OF TENDER	18
9	4.3	SITE INSPECTION	19
10	4.4	TENDER/BID DOCUMENT COST / FEE	20
11	4.5	EARNEST MONEY	20
12	4.6	PRICE BID	21
13	4.7	DUE DATE AND TIME FOR SUBMISSION AND OPENING OF OFFER	21
14	4.8	SUBSTITUTION, WITHDRAWAL OF TENDER	21
15	4.9	AMENDMENT OF TENDER DOCUMENT	22
16	4.10	VALIDITY OF OFFER	22
17	4.11	ACCEPTANCE OF ORDER LETTER	22
18	5	EVALUATION CRITERIA	23
19	6	GENERAL CONDITIONS OF CONTRACT	25
20	7	SPECIAL CONDITIONS OF THE CONTRACT	25
22	8	SECURITY DEPOSIT	31
24	9	LIQUIDATED DAMAGES CLAUSE	32
25	10	FORCE MAJEURE	32
26	11	EVENT OF DEFAULT	33
27	12	TERMINATION OF CONTRACT	34
28	13	DISPUTE RESOLUTION	34
29	15	PRE-BID CONFERENCE	35
30		Appendix-I	36
31		Appendix-II	38
31		Appendix-III	39
33		Appendix-IV	40
34		Appendix-V	41
35		Appendix-VI	44
36		Appendix-VII	46
37		Appendix-VIII	48

DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice

Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, KoPT is bound to select a Tenderer or to appoint the Selected bidder, as the case may be, for the project and HDC, KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the Tenderer and HDC, KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Administration Division, Jawahar Tower Complex,
P.O.: Haldia Township, Dist.: East Midnapore,
PIN : 721607, West Bengal
FAX : 03224-263152

NOTICE INVITING TENDER (NIT)

Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) invites E-Tender under single stage two-part system (**Part I: Techno-Commercial Bid and Part II: Price Bid**) for supply & delivery of 20 litre Jars of Packaged Drinking Water in good condition to the different offices/buildings/work stations under Haldia Dock Complex at various locations at Haldia at their own cost, risk and arrangement.

The Tender Document may be seen from MSTC website www.mstcecommerce.com, <https://eprocure.gov.in> and www.kolkataporttrust.gov.in. However, Corrigendum / Addendum / clarifications, if any, shall be hosted only on MSTC website www.mstcecommerce.com and www.kolkataporttrust.gov.in.

Further, intending bidders shall submit their bid electronically only through MSTC website www.mstcecommerce.com. Tenderers should visit the websites frequently. Any clarification on technicality of submission of bid for e-tendering, queries may be sent to email of MSTC website www.mstcecommerce.com.

SCHEDULE OF TENDER (SOT) :

a.	TENDER NO.	TENDER NO. AD/0021/PDW/2019/4
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 is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Admn. Div/3/19-20/ET/17
d.	Date of NIT available to parties to download	22.05.2019
e.	Pre-Bid Meeting date/Time and Venue	27.05.2019 at 11.30 hrs.
f.	Estimated Cost	Rs. 44 lakhs

g.	i)	Earnest Money Deposit	<p>The intending bidders should submit Earnest Money of Rs. 88,000/- (Rupees eighty-eight thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money (EM) 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 → Psu / Govt depts→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 by from Axis bank easy pay site (https://easypay.axisbank.co.in→Others→Hal dia 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. Through Axis Bank Gateway with the tender. 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 :</p> <ul style="list-style-type: none"> a) Name of remitting vendor/contractor : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/3/19-20/ET/17 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment: <p>NOTE : The bidders, who are not registered with MSTC are advised to get themselves registered with MSTC at least 72 hours prior to making payment of Earnest Money through the Axis Bank Payment Gateway.</p>
----	----	------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>ii) Bid Document fee</p>	<p>The intending bidders should submit Bid Document Fee of Rs. 1770/- (Rupees One Thousand Seven Hundred Seventy Only) inclusive of 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 → Psu /Govt depts → Kolkata Port Trust) under the icon: "HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site(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 indicted 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 here under:</p> <p>a) Name of remitting vendor/contractor: b) E- Tender No.: KoPT/Haldia Dock Complex/Admn. Div/3/19-20/ET/17 c) Amount remitted: d) Remittance Bank Details: e) URN No.: f) Date of payment:</p> <p>NOTE: The bidders, who are not registered with MSTC are advised to get themselves registered with MSTC at least 72 hours</p>
--	------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		prior to making payment of Earnest Money through the Axis Bank Payment Gateway.
	iii) Transaction Fee	Rs. 2,596/- (Including GST @18%). Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)
h.	Last date of submission of EMD & Bid Document fee at HDC.	10.06.2019 upto 15:00 hours
i.	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	
j.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	22.05.2019 time 15:00 hours
k.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	10.06.2019 upto 15:00 hours
l	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	10.06.2019 upto 15:30 hours

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

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

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

2. The Bidder will be required to mention the Bidder's ID (The ID used by the Bidder for logging in the MSTC Website) and Bid Id (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.

3. A webpage will populate where the Bidder will be required to select: Earnest Money Or Bid Document Fee, then indicate his Mobile Number and the CAPTCHA displayed in the webpage.

4. Depending on the selection, another webpage will come up.

5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'. In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Capcha mentioned in the web page and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required. An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.

8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will

then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.

9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice. The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

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

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

10. For payment of Bid Document fee, identical process is to be followed.

11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.

12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.

13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e- tender.

Important Instructions for E-procurement

This is an e-procurement event of HALDIA DOCK COMPLEX. The E-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the Commercial terms & conditions (Annexure-III) of this tender before submitting their online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of E-tender:

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

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

1).Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →PSU/ Govt depts→ Select KoPT's Logo → Register as Vendor - Filling up details and creating own user id and password→ Submit.

2).Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e-tender).

Contact person (Haldia Dock Complex):

1. Shri S. S. Pandit,
Sr.Dy. Manager (Admn.),
Haldia Dock Complex,
Ph. No. 03224 265161
Email- sspandit.hdc@nic.in

2. Shri D. Satpathy
Asst. Manager (Admin),
Haldia Dock Complex
Ph. No. 03224 265653
Email-
satpathy.debdutta@gmail.com

Contact persons (MSTC Ltd):

1. Mr. V. K. Jaiswal Regional Manager (ERO) Mobile No: +919903042449 Email- vikash@mstcindia.co.in	2. Mr. P. Biswas Asstt.Manager (ERO) Mobile No.- +919903248755 Email: pbiswas@mstcindia.co.in
Mr. M. H. Jain Asstt.Manager (ERO) Mobile No: +919721277969 Email- mhjain@mstcindia.co.in	Google hangout ID (for chat) - mstceproc@gmail.com Landline:03322901004

MSTC Help Desk No: 033 22901004

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

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 to appear in the 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→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com 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

	<p>login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. b) The process involves Electronic Bidding for submission of Technical and Commercial Bid. c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under KoPT's logo →My menu→ Auction Floor Manager→ live event →Selection of the live event d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid. e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.

	<p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) 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.</p> <p>No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
12	Bidding in e-tender & Reverse auction:
	<p>a. Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.</p> <p>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price</p>

	Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
	NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
13	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
14	No deviation to the technical and commercial terms & conditions are allowed.
15	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
16	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
17	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com / eprochome / mstc of MSTC Ltd.
18	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
19	The bid will be evaluated based on the filled-in technical & commercial formats.
20	The documents uploaded by bidder(s) will be scrutinized. In case any of the

	information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
21	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
22	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC (DISTRICT INDUSTRIES CENTRE)/ Udyog Aadhaar Certificate.
23	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
24	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
25	Copy of valid NSIC Certificate for MSEs along with DIC (DISTRICT INDUSTRIES CENTRE)/ Udyog Aadhaar Certificate has to be submitted along with the bid.
26	Due date of submission of tender will not be extended under any situation.

1. BACKGROUND:

- 1.1 Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) located at Haldia, West Bengal is a premier Major Port in the east coast of India under the Ministry of Shipping, Government of India. It has its offices located in various locations at Haldia which includes the Dock area (inside Custom Bond area), Durgachak, Railway yards, Chiranjibpur, Haldia Township, etc.
- 1.2 Haldia Dock Complex intends to engage a suitable firm for supply and delivery of Packaged Drinking Water to the different offices under Haldia Dock Complex at various locations at Haldia.
- 1.3 For the purpose, sealed tenders are invited for supply & delivery of Packaged Drinking Water to the different offices/buildings/work stations under Haldia Dock Complex at various locations at Haldia for a period of 2 (two) years in accordance with the terms and conditions of this tender document.

2. SCOPE OF WORK:

- 2.1 The work comprises supply & delivery of 20 litres. Jars of Packaged Drinking Water (other than Packaged Natural Mineral Water) [herein after referred as Packaged Drinking Water] in sealed and in good condition to the different offices/buildings/work stations [herein after referred as offices] under Haldia Dock Complex at various locations at Haldia on a regular basis and as per procedure/ time schedule and other details specified in the tender document at their own cost, risk and arrangement. The details of offices /locations where the 20 litres. Packaged Drinking Water jars are to be normally delivered including tentative daily requirement is given under **Appendix-VII**.
- 2.2 The Packaged Drinking Water to be supplied under the contract by the successful tenderer must be BIS (IS : 14543) and FSSAI certified. The successful tenderer has to strictly ensure best service for Packaged Drinking Water as per said standards declared by Bureau of Indian Standards viz. IS-14543 and FSSAI. The successful tenderer shall have valid license/ certification in this regard from the appropriate Authority.
- 2.3 The successful tenderer shall have to transport the required quantities of 20 litres. Packaged Drinking Water jars from the Plant/ stock point(s) of the successful tenderer to the different delivery points at HDC as per procedure/details indicated in the tender document & as per requirement of HDC at their own cost & arrangements.

Also, the empty jars after consumption of the water are to be taken back by the successful tenderer from the delivery point at its costs & arrangements.

3. ELIGIBILITY CRITERIA

- 3.1 Manufacturers of Packaged Drinking Water owning Packaged Drinking Water Plant conforming to BIS-IS:14543 and having minimum production capacity of 2500 Ltrs. Per day are eligible to participate in the tender as a single entity. No Consortium shall be allowed to participate in the tender.
- 3.2 The tenderer should be having license granted by Food Safety & Standards Authority of India (FSSAI)
- 3.3 The purchaser of the Tender Document must be the tenderer itself.
- 3.4 **Essential Financial Capacity:**

Average Annual Financial Turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs.6,60,000/-.

4. GENERAL INSTRUCTIONS TO THE TENDERERS

4.1 PREPARATION AND SUBMISSION OF TENDER

- 4.1.1 The tender must be submitted in the name of purchaser of the tender document itself.
- 4.1.2 Language: The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- 4.1.3 **PART -I: "Techno-commercial Bid"** should contain the following: -
 - 4.1.3.1 The tender completed in all respects including properly filled in and duly signed with seal alongwith the documents as mentioned in **Appendix-IV** necessary for meeting the pre-qualification criteria by the tenderer shall be uploaded through e-tendering process as detailed in **Annexure-I**.
 - 4.1.3.2 The '**Techno-Commercial Bid**' shall contain only the Techno-Commercial Part of this tender document and without price part.
 - 4.1.3.3 The tenderer shall submit valid license/certificate pertaining to BIS (IS-14543) and FSSAI in respect of their Packaged Drinking Water Plant along with latest surveillance inspection report from appropriate authorities.

- 4.1.3.4 The tenderer shall mention the brand of Packaged Drinking Water to be supplied to HDC under the contract, under Item-1(a) of **Appendix-I** (Covering Letter)
- 4.1.3.5 The tenderer shall submit a Power of Attorney as per format given at **Appendix-II** , authorizing the signatory of the tenderer to commit the tender.
- 4.1.3.6 The tenderer shall submit the percentage (%) of applicable GST as per format at **Appendix-III**.

4.1.4 **PART-II:** The '**Price Bid**' shall contain '**Schedule of Rates**' duly filled by the tenderer. It is to be noted that the 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

4.1.4.1 '**Price Bid**' is to be submitted online (as per format at **Appendix-VIII**) through e-tendering process as detailed in **Annexure-I**. No alternative mode of offer shall be accepted.

4.1.4.2 The tenderers are required to quote rate per 20 litres. Jar of Packaged Drinking Water (excluding GST) to be supplied & delivered at various offices under HDC as per the Scope of Work at Clause-2 and other terms & conditions of the tender document.

The tenderer shall quote rates under Column-2 of '**Price Bid**' as per format given under **Appendix-VIII**. In case of a tenderer does not quote any rate under Cloumn-2, the respective offer will be treated as non-responsive and will be rejected.

The Rate quoted under Column-2 of '**Price Bid**' shall include all charges involved including cost of materials, labour, transportation, packaging, taxes, duties etc. (excluding GST).

4.1.4.3 The '**Price Bid**' of only Techno-Commercially qualified bidders will be opened on a scheduled date as mentioned in Schedule of Tender (SOT).

4.2 The tenderer shall be deemed to have carefully examined and fully understood the provisions of the tender including Scope of Work, General Instructions to Tenderers, the Special Conditions of the Contract and Trustees' General Conditions of Contract etc.

4.3 SITE INSPECTION:

(a) Before submitting the e-tender, the tenderer is advised to carry out inspection of project site including the supply and delivery locations to get fully acquainted with the location etc. Once a tender is submitted by

a tenderer, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.

- (b) Inspection of the supply and delivery locations as indicated at **Appendix-VII** shall be held at 1430 hours on 27.05.2019. Interested Tenders may participate, if they so desire. Cost or expense incurred by the tenderer for inspection of site or any preparatory activities for submission of tender will not be reimbursed by HDC, KoPT.

4.4 TENDER/BID DOCUMENT COST / FEE : -

The intending tenderer should submit the tender cost/fee amounting to **Rs.1770/-** (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Tender /Bid document fee may be followed as detailed in Clause-h(ii) of SCHEDULE OF TENDER.

4.5 EARNEST MONEY:

The tender shall submit Earnest Money amounting to **Rs.88,000/-** along with their offer. The procedure for submission of Earnest Money given under Clause-g(i) of SCHEDULE OF TENDER is to be followed.

- (a) Tender submitted without Earnest Money shall be rejected outright without any reference to the Tender whatsoever.
- (b) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in the tender document) to the unsuccessful Tenderers without interest after the selection of Successful Tenderer.
- (c) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. **1500 hrs. on 10.06.2019** or any extension thereof and expiration of the validity period of the offer including extension thereof.
- (d) The Earnest Money shall be forfeited if the Tenderer submits any forged document(s).
- (e) The Earnest Money will also be forfeited as per other provisions, specifically mentioned in this Tender Document.

- (f) Earnest Money submission will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.

4.6 PRICE BID:

- (a) Rate shall have to be quoted online as per '**Schedule of Rates**' [Format given under **Appendix- IX**].
- (b) The tenderers are required to quote amount (excluding GST) for services mentioned at **Column-1** of "**Schedule of Rates**" (**Price Bid**) as per format given under **Appendix-VIII**. In case of a tenderer does not quote any rate under **Column-2**, the respective offer will be treated as non-responsive and will be rejected.

4.7 DUE DATE AND TIME FOR SUBMISSION AND OPENING OF OFFER :

- (i) The tender should be submitted to Sr. Dy. Manager (Administration), Haldia DockComplex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin.721607, online through MSTC Ltd. (www.mstcecommerce.com), not later than **1500 hrs. on 10.06.2019** after which time and date, no offer shall be accepted.
- (ii) HDC, KoPT may at its sole discretion extend the Submission/Opening due date(s) by issuing a Corrigendum.
- (iii) The **Part - I : 'Techno-Commercial Bid'** of the tender shall be opened electronically at **1530 hrs. on 10.06.2019**. Tenderers or their authorized representatives may witness the said electronic opening of Tender.
- (iv) The **Part - II : 'Price Bid'** of only those tenderers who are techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

4.8 SUBSTITUTION, WITHDRAWAL OF TENDER:

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. **1500 hrs. on 10.06.2019** or any extension thereof as per the provision of the tender documents. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

4.9 AMENDMENT OF TENDER DOCUMENT:

- 4.9.1 At any time prior to the Due Date for Submission of Tender, HDC ,KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the Pre Bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of KoPT(www.kolkataporttrust.gov.in) and also in the website of MSTC (www.mstcecommerce.com).
- 4.9.2 In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website of KoPT (www.kolkataporttrust.gov.in) & in the website of MSTC(www.mstcecommerce.com).

4.10 VALIDITY OF OFFER:

- (a) The tender including Price Bid shall remain open for acceptance for a period of **90 days** from the date of opening of Techno-commercial Offer. If, before expiry of this validity period, the tenderer amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture.
- (b) Prior to expiry of the original tender validity period, HDC, KoPT may request bidders to extend the validity for a specified period.

4.11 ACCEPTANCE OF ORDER LETTER:

- (a) After finalization of the tender, HDC, KoPT shall issue Order Letter to the successful bidder.
- (b) The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Security Deposit within a period of 15 days from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation with forfeiture of Earnest Money.
- (c) Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful Tenderer will be construed as an Agreement between HDC, KoPT and the successful Tenderer for fulfilling the scope of work and obligation of the contract by the successful bidder.
- (d) All costs, charges and expenses etc. to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer.

5. EVALUATION CRITERIA:

5.1 Tests of Responsiveness:

5.1.1 Prior to evaluation of Techno Commercial Bid of the tender, HDC, KoPT will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -

- i) Is submitted within the due date including extension period, if any.
- ii) Is accompanied by required Covering Letter.
- iii) Is signed, sealed and marked as stipulated in the tender document.
- iv) Contains all the information as requested in the tender document.
- v) Contains information in Formats as specified in this tender document.
- vi) Does not show inconsistencies between the offer and the supporting documents.
- vii) It does not contain any condition or qualification
- viii) Is accompanied by Certificates/ documents demonstrating Technical & Financial Capacity as well as the documents mentioned at Clause-5.1.2.

5.1.2 Following documents for meeting the Technical & Financial Eligibility Criteria as per Clause-3 of the tender document should be submitted by the tenderer along with the offer as mentioned in the **Appendix-IV**: -

(a) Copies of Annual accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2019

Or

Income Tax Return (ITR) for last three financial years (2016-17, 2017-18 & 2018-19) ending 31.03.2019.

- (b) Copy of document demonstrating ownership of Packaged Drinking Water Plant.
- (c) Copy of valid certificate / license of Packaged Drinking Water Plant conforming to BIS-IS: 14543.
- (d) Copy of valid FSSAI certificate / license.
- (e) Copy of latest Water test report obtained from Govt. registered laboratory.
- (f) Copy of valid Trade Licence for carrying out business of supply of Packaged Drinking Water.
- (g) Copy of GST registration certificate.
- (h) Copy of PAN.

5.2 Evaluation for Techno – Commercial Bid:

- 5.2.1 The techno commercial offer found responsive will be evaluated on the basis of the Eligibility Criteria, document submitted by the tenderer and also on the basis of Technical and Financial Capacity as stipulated at **Clause-3** of this Tender Document.
- 5.2.2 HDC, KoPT reserves the right to get the financial capability of the tenderer verified from the Annual Accounts of the Tenderer (to be submitted along with Techno-Commercial Bid) and in case any discrepancy is found, findings, as will be ascertained by HDC, KoPT, shall prevail for the purpose of evaluation.
- 5.2.3 Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of bids.

5.3 Evaluation of Price Bid:

- (a) The evaluation of the offer will be made only for the Techno-commercially qualified bidders.
- (b) The Schedule of Rates (Price Bid) shall have to be filled up online as per prescribed format at **Appendix-VIII**.
- (c) Rate quoted in the “**Schedule of Rates**” (Price Bid) shall be excluding applicable GST.
- (d) Evaluation shall be on the basis of the lowest rate quoted under Column-2 of the **Schedule of Rates (Price Bid)**.
- (e) If the lowest rate under Column-2 of the **Schedule of Rates (Price Bid)** is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such amount in sealed cover within two working days from the date of opening of Price Bids in order to enable KoPT to ascertain the lowest bidder and the tenderer offering the higher/ highest rebate will be considered as the ‘**Successful Tenderer**’.
- (f) HDC, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

5.4 Clarifications:

To assist in the process of evaluation of Tender, HDC may, at its sole discretion, ask any tenderer to provide original documents or any additional documents / details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details / documents and / or clarification and the response shall be in writing.

HDC, KoPT reserves the right to reject any tender which is non-responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

5.5 Confidentiality:

Information required by HDC, KoPT from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by HDC, KoPT and will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

6. GENERAL CONDITIONS OF CONTRACT

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at www.kolkataporttrust.gov.in. (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

7. SPECIAL CONDITIONS OF THE CONTRACT:

7.1 Supply & Delivery Procedure:

7.1.1 The 20 Ltr. Jars of Packaged Drinking Water are normally to be supplied and delivered by authorized representatives of successful tenderer at the various offices under HDC for tentative daily requirement at the various offices as will be indicated in the Work Order based on **Appendix -VIII** of this tender document.

7.1.2 The supply & delivery of required quantity of water to the various offices of HDC shall have to be ensured as per requirement of HDC from time to time on regular basis during office hours.

7.1.3 Timings:

The 20 Ltr. Jars of Packaged Drinking Water to the various offices of HDC shall be delivered between 8 A.M. to 5 P.M. on every working day at the time schedule as will be fixed or as required from time to time.

In case of exigency if there is any requirement of supply of water beyond aforesaid time schedule, same shall also have to be provided at the same rate.

7.1.4 In case of necessity, Packaged Drinking Water may have to be supplied & delivered at additional location(s) under HDC and/or for additional quantity, for which prior intimation shall be given to the successful tenderer by the respective offices of HDC having such additional requirement. No extra charges will be payable for the same other than the rates applicable under the contract for such supply.

7.1.5 The successful tenderer shall forward the details of their contact persons for day to day co-ordination for the supply & delivery of Packaged Drinking Water to HDC offices. If required, the details of the contact persons of various offices at HDC also will be provided to the successful tenderer.

7.2 Duties and Responsibilities of the successful tenderer:

7.2.1 The meaning of Packaged drinking water shall be as mentioned in the Manual for Packaged Drinking Water issued by Bureau of Indian Standards and Food Safety & Standards Authority of India.

7.2.2 The service provider has to ensure that any upgradation in standards brought in by BIS and FSSAI either during the currency of the contract or before has to be met by the manufacturer.

7.2.3 HDC will, if necessary, arrange to get the water tested for quality from appropriate laboratories. In the event of any deficiencies noticed in the quality of water on account of not meeting the standard specified in BIS – IS 14543, or such other specifications prescribed by Government, or presence of any impurities, chemicals, toxic contents, sediments etc., HDC reserves the right to terminate the contract. Attendant costs, damages, if any, caused shall be made good by the successful tenderer the HDC.

7.2.4 The manufacturer should have a valid licence for manufacturing the packaged drinking water and should be able to provide the latest periodic surveillance inspection report of the valid licence period.

7.2.5 The 20 ltrs. Jars of Packaged Drinking Water should be delivered in sealed, hygienic and good condition without any damage/ leakage.

7.2.6 The successful tenderer should ensure that each 20 litres. jar supplied water must have the company logo on it and has clear date of manufacturing and expiry of the drinking water.

7.2.7 The quality of the jars used for packaging of drinking water should be as per approved BIS and FSSAI norms.

7.2.8 The successful tenderer shall ensure to maintain quality, purity and taste of the product throughout the contract period.

7.2.9 In case of any damage/leakage to the supplied 20 ltrs. Jars of packaged drinking water, the same shall not be accepted and shall have to be immediately replaced without any extra charges to HDC.

7.3 Permit for entering Dock:

Some of the offices of HDC are located inside Custom Bounded area (as mentioned at **Appendix-VII**) where applicable permit charges will be payable.

The dock entry permit for man and vehicles shall be obtained from HDC Permit Office on chargeable basis (as per Scale of Rates of KoPT) at your own cost and arrangements during the currency of the contract. You may visit KoPT website for rates for permit charges.

7.4 Test reports:

The successful tenderer shall be required to furnish necessary test reports/ valid certificates from time to time as may be necessary.

The successful tenderer will submit potability test of water every month to HDC. The HDC will have right to ask the successful tenderer to do potability test at any point of time.

The HDC reserves to right to get supplied water tested at any point from reputed laboratories for which all required documentation should be provided by the successful tenderer.

7.5 Rates to be fully inclusive of all expenditure excluding GST:

Bidders will put their rates in the price bid which will be inclusive of all taxes and duties excluding GST. The successful tenderer(s) must have cleared all duties with regard to Taxes, Insurance and have otherwise complied with all rules and regulations of the Central & the State Governments. HDC shall not be liable to pay any money to the tenderer at all in way of operation of this contract except the specific charges per copy (quoted by the tenderer) and GST. All other charges / costs should be borne by the tenderer.

7.6 Contract execution and Period of contract:

- (a) The contract shall commence from the date of Order Letter and will be for period of 2 (two) years from the date of Order letter.
- (b) The successful tenderer shall have to commence the operations for supply and delivery of 20 Ltrs. Jars of Packaged Drinking Water to all the respective offices of HDC at various locations at Haldia as

per details given in the Order letter within 30 days from the date of Order Letter.

- (c) During the contract period, in case of delay of supply/ non supply of Packaged Drinking Water at any office of HDC at any location at Haldia beyond the scheduled hours as mentioned in Clause- 7.1 above, the respective offices at HDC, KoPT will be free to purchase Packaged Drinking Water from other sources at the risk and cost of the successful tenderer.

7.7 Terms of Payment:

- (i) Payment for the supply & delivery of packaged drinking water at the different offices of HDC shall be made strictly as per rate quoted under the 'Schedule of Rates', which is inclusive of all charges including cost of materials , labour, transportation, packaging, taxes, duties etc. (excluding GST). No other charges shall be admitted or paid.
- (ii) Payment will be made on monthly basis against delivery challan submitted by successful tenderer in proper format mentioning number of 20 litres. Jars of Packaged Drinking Water delivered at the respective offices date - wise for every month, duly certified by the concerned authorized officials of HDC, KoPT.
- (iii) Monthly bills along with relevant delivery challans certified by the authorized officials of respective Divisions concerned of HDC , should be submitted by the successful tenderer after 10th of every calendar month for the packaged drinking water supplied during the immediate preceding month. Payment of such monthly bills will be made within 30 working days from the date of submission of complete and correct bill in all respects.
- (iv) GST shall be paid extra as applicable on actual on submission of required documents.
- (v) The successful bidder shall be required to submit GST Compliant bills to the office of the Senior Deputy Manager (Administration), HDC. Thereafter, payment shall be made within 30 working days from the date of submission of clear & correct bill.
- (vi) Payment shall be made through ECS for which all Bank particulars, as required by Haldia Dock Complex, shall have to be furnished by the bidder along with bill.
- (vii) The successful bidder shall have to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

- (viii) The successful bidder shall have to comply with all GST laws, including timely uploading of the bills raised by them on KoPT in their GST return properly.
- (ix) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the successful bidder. Any loss of input tax credit to Kolkata Port Trust for the fault of successful bidder shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- (x) If any correction in the invoices is required, the same shall be made by the contractor by issuance of Supplementary invoices / debit note / credit

7.8 Compliance of relevant Acts, Ordinance etc.:

The tenderer shall be required to comply with the relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the tenderer to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The tenderer will be fully responsible for any delay, damage, etc. and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.

The tenderer shall indemnify HDC against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

7.9 Dispute:

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the competent authority of HDC shall be final and binding upon all parties.

7.10 Damage & loss to private property & injury to workmen:

The tenderer(s) shall at his (their) own expenses reinstate and make good to the satisfaction of HDC and pay compensation for any injury, loss or damage accrued to any property or rights whatever including property and rights of HDC (or Agents), servants or employees of HDC, the injury , loss of damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the contractor(s) shall indemnify KoPT against all claims enforceable against HDC (or Agents), servant or employees of KoPT or which would be so enforceable against HDC where HDC is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

7.11 Reporting of Representative:

The tenderer shall depute one of his representatives at the office of Sr. Dy. Manager (Admn.), HDC between 10 A.M. and 12 noon on every Monday (if Monday is a holiday for HDC, then next working day) during the contract period of 2 years, for proper coordination. No extra charges shall be paid for this.

7.12 Escalation of Price:

During the period of contract for 2 years, the tenderer shall not be entitled to receive any escalation for any increase in the price of labour, materials consumed or any other item & including charges of taxes & duties.

7.13 Manpower:

The tenderer shall at his own cost maintain sufficient number of required types of manpower for smooth and efficient supply & delivery of RO water to HDC.

The tenderer shall be responsible for satisfactory service, conduct of his personnel. If the conduct of any personnel provided by the tenderer is not found to be satisfactory, the tenderer shall forthwith replace such person on being advised to do so.

The contractor shall indemnify KoPT from the possible future demand of the employees / workers employed by the contractor that they be absorbed in KoPT in the event of expiry of the contract with efflux of time or premature termination or otherwise. It will be the responsibility of the contractor to find a solution for such demand if it arises.

7.14 Non-assignability:

No contract or any share of interest therein, shall in any manner or degree be transferred or assigned or sublet by the tenderer directly or indirectly to any person, firm or company whatsoever.

7.15 Contract Agreement:

The successful tenderer shall be required to execute at his own cost and expenses a **“Contract Agreement”** on a Non-Judicial Stamp paper valued at INR 100.00 or more signed jointly with HDC, KoPT under official seals within a period of 30 days from issuance of Order Letter. Format of the Agreement shall be as per **Appendix-VI**.

7.16 Adherence to Rule and Regulations :

The contractor(s) shall strictly adhere to all rules and regulations as laid down by the Central & State Government, Haldia Dock Complex, Kolkata Port Trust and other statutory Authorities in this regard, in the matter of supply & delivery of Packaged Drinking Water.

7.17 Indemnification:

HDC will not be responsible for any damage during supply of Packaged Drinking Water by the successful tenderer during the course of operation of the contract. The Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained.

8. SECURITY DEPOSIT:

- i) Successful tenderer shall have to submit Security Deposit amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust.

Value of the work	% Security Deposit
More than Rs 20,00,000	10% on first Rs. 10,00,000/- + 7 ½ % on next Rs. 10,00,000/- + 5 % on balance amount

- ii) Security Deposit shall have to be deposited in the form of Demand Draft on any nationalized bank in favor of Haldia Dock Complex, Kolkata Port Trust and payable at Haldia or in Bank Guarantee (in a non-Judicial Stamp paper of denomination of Rs. 50/- or more) and as per proforma at **Appendix-V** with the tender document] by the successful bidder within 30 days from the date of placement of order. Failing this, the

Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money.

- iii) The Security Deposit shall be held by the Sr. Dy. Manager (Administration), HDC for the entire period of contract as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract without interest subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor

9. LIQUIDATED DAMAGES CLAUSE:

- a. In the event of successful Tenderer failing to commence supply & delivery operation as per Scope of Work of the tender within the stipulated time frame or such extensions thereof as may be allowed by the Sr. Dy. Manager (Admn.) , HDC in writing, the successful Tenderer shall be required to pay as compensation, and not as penalty, @ ½% of the total value of the order for delay in commencement of operations of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 5 % of the total order value.
- b. HDC, KoPT may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful Tenderer from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

10. FORCE MAJEURE:

- 10.1 Neither party shall be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) FORCE MAJEURE, Act of God or any governmental Act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party. The parties hereto shall make all reasonable endeavours to minimise any such delay. Upon cessation of the event giving rise to the delay, the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations as described in these terms and conditions. Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

10.2 Notice of Force Majeure Event

The Contractor shall give notice to KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

10.3 Effect of Force Majeure Event:

If the period of Force Majeure continues or is in the reasonable judgement of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed terms.

11. EVENT OF DEFAULT:

- a) The successful tenderer does not commence supply of Packaged Drinking Water within 45 days from the date of Order Letter.
- b) If the successful tenderer fails to perform or discharge any of its obligations under the provisions of the contract.
- c) Non-supply of required quantity of Packaged Drinking Water at any office /Building/work station of HDC (where the contractor is to deliver the water as per the contract) within specified working hours, for more than 3 consecutive days.
- d) The representation made, or documents / certificates submitted or warranties given by the successful tenderer (who subsequently became the contractor) / contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- e) The contractor is adjudicated bankrupt or becomes insolvent.
- f) The contractor assigns or transfers the full/ part of the contract to any third party
- g) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of KoPT.
- h) If the contractor through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.
- i) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage / loss to the property / material of KoPT or any inconvenience to KoPT.
- j) After expiry of the contract period by efflux of time.
- k) Undertaking any job of an outsider within HDC's premises unauthorizedly.
- l) In the event of any deficiencies noticed in the quality of water on account of not meeting the standard specified in BIS – IS 14543, or such other specifications prescribed by Government, or presence of any impurities, chemicals, toxic contents, sediments etc.

12. TERMINATION OF CONTRACT:

- 12.1 If the event of occurrence of any event of default as mentioned in Clause-11 of this tender document, Sr. Dy. Manager (Admn.) HDC/KoPT may through his authorized representative terminate the full or part of the contract after giving a notice of 30 days and his decision in the matter shall be final and binding on the successful tender.
- 12.2 During the termination notice period of 30 days as above, the successful Tenderer may be asked by HDC, KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- 12.3 Upon termination of the contract, for any of the reasons indicated above, the Senior Deputy Manager (Administration), HDC-KoPT shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful bidder in addition to any other amount, compensation or cost of damages that HDC-KoPT is entitled to in terms of the other relevant clauses in the contract. HDC-KoPT will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.
- 12.4 Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.
- 12.5 No compensation whatsoever shall be paid by HDC-KoPT to the successful bidder in the event of termination of the contract.
- 12.6 If after termination, any amount is due to be paid by HDC-KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC-KoPT from the successful bidder.

13. DISPUTE RESOLUTION:

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Deputy Chairman, HDC, KoPT shall be final and binding upon all parties.

14. Tenderer 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 tenderer has been banned/de-listed by any Government or

Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid.

15. PRE-BID CONFERENCE:

- (a) Pre-Bid Conference shall be held on 27.05.2019 at 1130 Hrs at the Office of Sr. Dy. Manager (Administration), Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Tenderers may participate, if they so desire.
- (b) The intending tenderers are advised to send their queries vide email to sspandit.hdc@nic.in & satpathy.debdutta@gmail.com by 27.05.2019.
- (c) HDC, KoPT intends to furnish response to all queries without identifying the sources, in MSTC website as well as in www.kolkataporttrust.gov.in including modifications / amendments, if any, to the terms and conditions of the tender, scope of the project etc., which the intending tenderer is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum", which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

(To be filled up, signed with seal, scanned and uploaded)

Covering Letter

To,
Sr.Dy.Manager (Admin.)
Haldia Dock Complex,
Kolkata Port Trust,
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipur,
Pin-721607 (W.B).

Dear Sir,

1. I/We, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit the Tender for supply & operation of launches under Haldia Dock Complex, Kolkata Port Trust.
- 1(a). I/We(name of the tenderer) hereby furnished required information about our firm/company and business:
 - a) Type of firm:
 - b) Date of establishment:
 - c) Registered Address of Packaged Drinking Water Plant:
 - d) Address for correspondence:
 - e) Telephone No./Mobile No./ Fax:
 - f) E-mail id:
 - g) Certificate Number issued by BIS for supply of Packaged Drinking Water:
 - h) Licence Number issued by FSSAI for supply of Packaged Drinking Water:
 - i) Capacity of Packaged Drinking Water plant:ltrs. per day.
2. I/We shall make available to Haldia Dock Complex, Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
3. I/We acknowledge the right to KoPT to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We also certify the following: -
We have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.

5. I/We have carefully read and understood the terms and conditions and specifications of the items and other details set out in the enclosed Annexure-I. I/We confirm that all laid down terms and conditions have been accepted by me/us and I/We agree that I/We shall be bound by the said terms and conditions.
6. I/We declare that: -
 - (i) We have examined and have no reservations to the Tender Document issued by KoPT thereon.
 - (ii) In the event of our offer being accepted, we will be supplying(Name of the brand) brand of packaged drinking water to KoPT.
7. I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
8. I / We certify that in terms of the Clause-3.4 of the tender document my / our Average Annual financial turnover during the last 3 years is Rs. (Rs..... in words).
9. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
10. _____ (Name of Tenderer) hereby undertakes that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date:

Seal.....

(To be filled up, signed with seal, scanned and uploaded)

Format for Power of Attorney for signing of tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

_____ Dated:

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

Mr. _____ [Name of the Person], residing at
_____ [Address of the person], acting as
_____ [Designation of the person and name of the firm], and
whose signature is attested below, is hereby authorized on
behalf of _____ [Name of the Tenderer] to
sign the tender [(Tender No.and (Tender subject-
".....")]] and submit the same and is hereby further authorized to
provide relevant information/ document and respond to the enquiry's etc. as may
be required by Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said
attorney shall be construed as acts, deeds and things done by us and I/ we
undertake to ratify and confirm all and whatsoever that my / our said attorney
shall lawfully do or cause to be done for me / us by virtue of the power hereby
given.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

(Signature with Office Seal)

Date :-

Name :-

Place:

Designation :-

Address :-

APPENDIX – III

(To be filled up, signed with seal, scanned and uploaded)

Supply & delivery of 20 litre Jars of Packaged Drinking Water in good condition at various offices under HDC at Haldia

RATES OF GST

Item Description	SGST (In %) (In Figure)	CGST (In %) (In Figure)	IGST (In %) (In Figure)
Supply & Delivery of 20 litre Jars of Packaged Drinking Water in good condition to the various offices under Haldia Dock Complex at Haldia as per Tender No. AD/0021/PDW/2019/4			

Signature of Power of Attorney with seal

Full Name:

Signature.....

APPENDIX-IV

(Documents to be signed with sealed, scanned and uploaded)

Supply & delivery of 20 litre Jars of Packaged Drinking Water in hygienic & good condition at various offices under HDC at Haldia

Following documents for meeting the pre-qualification criteria should be uploaded by the Tenderer along with offer: -

SL. No	Documents description
1	Audited balance sheet and Profit & Loss account for the last 3 (three) financial years ending 31.03.2019. Average annual financial turnover during the above mentioned period must be at least INR 6.60 Lakhs (Rupees Six Lakhs Sixty Thousand only).
2	(a) Document demonstrating ownership of the Plant conforming to BIS-IS: 14543 by the tenderer. (b) Document demonstrating capacity of Plant. (c) Valid license/ certificate of the Plant owned by you manufacturing Packaged Drinking Water is BIS-IS-14543 compliant. (d) Valid FSSAI Certificate. (e) Latest surveillance inspection report of the appropriate authority in respect of BIS certificate of Packaged Drinking Water Plant. (f) Latest water test report obtained from Govt. registered laboratory.
3	Copy of latest Water test report obtained from Govt. registered laboratory.
4	Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
5	Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
6	Self certified copy of PAN.
7	Copy of valid Trade Licence for carrying out business of supply of Packaged Drinking Water
8	Certified copy of Memorandum of Association / Article of Association, in case the tenderer is a company. Or Partnership deed (duly attested) in case the tenderer is a partnership firm Or A statement indicating that the tenderer is the Proprietorship firm, in case the tenderer is a Proprietorship firm.
9	Covering Letter by the Tenderer as per Appendix-I
10	Power of Attorneys as per Appendix-II
11	Format for GST rates as per Appendix-III
12	(a) In case of Micro & Small Enterprises, who shall submit the following documents for availing waiver of EMD & Cost of Tender Document: (i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued, and (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.

APPENDIX - V

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Calcutta / Haldia Branch, as the case may be, of any Nationalized Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer / Legal Adviser of the Trustees.

**To,
The Board of Trustees,
Port of Kolkata,
15, Strand Road,
Kolkata - 700 001.**

BANK GUARANTEE NO.....DATE.....
Name of issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate- duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs
a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at

..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for

..... (write the name of the work as per Work Order) in terms of the Work Order No. dated

..... (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees

.....),
we,
Branch, Calcutta / Haldia, do,
on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. (Rupees)
.....) We,
..... Branch, Calcutta

..... / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,
Branch, Calcutta / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Calcutta Port Trust", without any demur. Even it there be any dispute between the contractor

and the Trustees, this would be no ground for us,(Name of the bank),Branch,Calcutta..... / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, Branch, Calcutta / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We, Branch, Kolkata..... / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of day of 2019 and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by usbranch, Kolkata/...../Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, Branch, Calcutta / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the

contractor and to forebear or enforce any of terms and conditions relating to the said contract and We,
Branch, Calcutta / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata..... / Haldia.

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

SIGNATURE
NAME
DESIGNATION
(Duly constituted attorney for and on behalf
of) BANK
BRANCH
CALCUTTA /
HALDIA (OFFICIAL SEAL OF THE BANK)

(Format to be downloaded, signed with seal, scanned and uploaded)

(The Agreement shall be required to execute on a Non-Judicial Stamp of Rs.100.00 or more as detailed under Clause-7.15)

FORMAT OF AGREEMENT

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

THIS AGREEMENT made this day of 2019 between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed, viz and have accepted a Tender / offer by the Contractor for the survey, development, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :-
 - a) The said Tender/Offer & the acceptance of Tender/ Offer and its enclosures.
 - b) Drawings, if any
 - c) The General Conditions of Contract.
 - d) Special Conditions of Contract (If any).
 - e) The Conditions of Tender.
 - f) The Specifications.
 - g) Bill of Quantities.
 - h) All Trustees' Schedule of rates & prices (if any).
 - i) All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.

4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have set their respective hands and seals) the day and year first above written.

The Seal ofwas hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name :- _____

Address :- _____

(To be downloaded, signed with seal, scanned and uploaded)

Supply & delivery of 20 litre Jars of Packaged Drinking Water in good condition at various offices under HDC at Haldia

List of distribution points where the 20 ltrs water Jars are normally to be delivered.

Sl. No	Place of Delivery	Tentative daily requirement for 20 litres. Of Jar
Delivery Points Inside Dock Area (Custom Bounded Area)		
1	B.H. YARD	4
2	MARINE HOUSE	10
3	LOCK /MARINE CANTEEN	4
4	LOCK OFFICE (P&E)	7
5	MARINE REPAIR WORKSHOP	9
6	LOCK OFFICE (I&CF)	1
7	DOCK CONTROL OFFICE	1 jar in every 2 days
8	DOCK FIRE STATION	2
9	G.C.BERTH (P&E)	3
10	G.C. BERTH (CANTEEN)	5
11	G.C. BERTH (I&CF)	2
12	CENTRAL STORE	2 jar in every 3 days
13	CENTRAL WORKSHOP	3 jar in every 2 days
14	COAL BERTH CANTEEN	8
15	MASTER CONTROL	13
16	LOCO SHED (P&E)	5
17	CJP POWER HOUSE	5
18	1ST OIL JETTY (FIRE UNIT)	3
19	2ND OIL JETTY (P&E)	3
20	OIL JETTY OFFICE (I&CF)	1 jar in every 3 days
Delivery Points at Chiranjipur (CJP) area		
21	TO (SH&CH)CJP	2
22	CJP TO (RLY)	4
23	CJP(IZ&R/ I&CF)	6
24	CJP DISPENSARY	1 jar in every 4 days
25	CJP CANTEEN	7
26	CJP (P & E)	2
27	CJP GARDEN	1 jar in every 2 days
28	P.W. STORE (I&CF) CJP	1
29	CABIN-A (RLYS.)	1
30	CABIN-C (RLYS.)	1 jar in every 4 days
31	CABIN-E (RLYS.)	1 jar in every 4 days
32	CABIN-F (RLYS.)	1 jar in every 2 days
33	G.M. YARD (RLYS.)	2
Delivery Points at Township (T/S) area		
34	CPT (I&CF)	1 jar in every 2 days

35	T/S CANTEEN	2
36	T/S HOSPITAL	4
37	J/T CANTEEN	1 jar in every 2 days
38	3RD OIL JETTY-FIRE STATION	2
39	HPSU OFFICE	4 jar in every 3 days
40	R.Z. (I&CF)	1
41	3RD OIL JETTY (P&E)	1
42	T/S CIVIL MAINTENANCE OFFICE	1
43	T/S ELECTRIC MAINTENANCE OFFICE	4

Tentative estimated nos. of 20 ltrs. jars required for a month : 4000

Note:

- *The above tentative requirement of jars for a month is only given for better understanding of monthly consumption of Package Drinking Water at HDC.*
- *Number of jars will be vary based on actual requirement.*
- *G.C.Berth: General Cargo Berth, T/S: Township, CJP: Chiranjibpur, J/T: Jawahar Tower.*

(Format to be downloaded, signed with seal, scanned and uploaded)

Supply & delivery of 20 litre Jars of Packaged Drinking Water in good condition at various offices under HDC at Haldia

(PRICED BILL OF QUANTITIES)

SCHEDULE OF RATE

Service description	Rate per 20 litre Jar of Packaged Drinking Water (in Rs.) [Excluding GST]
1	2
Unit rate of 20 ltrs. Jar of Packaged Drinking Water for supply & delivery to various offices at Haldia Dock Complex as per Scope of Work of the Tender No. AD/0021/PDW/2019/4.	Rs..... <div style="border: 1px solid black; padding: 5px; color: orange; text-align: center;"> This is a SAMPLE FORMAT for quoting PRICE BID. Tenderers are advised not to quote here. PRICE BID is to be quoted ONLINE ONLY. </div>

Note: Evaluation would be made on lowest rate under Column-2 (excluding GST).

Signature of Power of Attorney with seal

Full Name:

Signature.....