

HALDIA DOCK COMPLEX
KOLKATA PORT TRUST



TENDER FOR

GRANTING LICENSE FOR INSTALLATION,
OPERATION & MAINTENANCE
OF FACILITY FOR
SUPPLY OF RO WATER INSIDE HALDIA DOCK
COMPLEX, KOLKATA PORT TRUST

TENDER No.
AD/344/RO WATER/PLANT/2019/2

E-TENDER NUMBER
KoPT/Haldia Dock Complex/Admn. Div/7/19-20/ET/55

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	17
7	4	GENERAL INSTRUCTIONS TO THE TENDERERS	18
8	4.1	BASIC PREMISE & FINANCIAL INVOLVEMENT	18
9	4.2	PREPARATION AND SUBMISSION OF TENDER	19
10	4.3	SITE INSPECTION	20
11	4.4	TENDER/BID DOCUMENT COST / FEE	21
12	4.5	EARNEST MONEY	21
13	4.6	PRICE BID	22
14	4.7	DUE DATE AND TIME FOR SUBMISSION AND OPENING OF OFFER	22
15	4.8	SUBSTITUTION, WITHDRAWAL OF TENDER	22
16	4.9	AMENDMENT OF TENDER DOCUMENT	22
17	4.10	VALIDITY OF OFFER	23
18	5	PRE-BID CONFERENCE	23
19	6	EVALUATION CRITERIA	23
20	7	OTHER CONDITIONS	26
21	8	SECURITY DEPOSIT	29
22	9	FORCE MAJEURE	30
23	10	EVENT OF DEFAULT	31
24	11	TERMINATION OF LICENSE	31
25	12	DISPUTE RESOLUTION	32
26		Appendix-I	33
27		Appendix-II	35
28		Appendix-III	36
29		Appendix-IV	37
30		Appendix-V	38
31		Appendix-VI	41
32		Appendix-VII	43
33		Appendix-VIII	44

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**) from interested parties for granting license for Installation, Operation & Maintenance of facility for supply of RO water inside HDC, KoPT for a period of 5 year at its own cost, risk and arrangement.

The Tender Document, Corrigendum / Addendum / clarifications may be seen from MSTC website www.mstcecommerce.com. & 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.	AD/344/RO Water/Plant/2019/2
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/7/19-20/ET/55
d.	Date of NIT available to parties to download	03.09.2019
e.	Pre-Bid Meeting date/Time and Venue	05.09.2019 at 11.30 hrs.
f.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 50,000/- (Rupees Fifty thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised

			<p>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 e-commerce 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→Haldia Dock Complex) For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made). The method of use of the gateway is indicated under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document. 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/c ontractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/licensee : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/7/19-20/ET/55 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 prior to making payment of Earnest Money through the Axis Bank Payment Gateway.</p>
	ii)	Bid Document fee	<p>The intending bidders should submit Bid Document Fee of Rs. 590/- (Rupees One Thousand Seven Hundred Seventy Only) inclusive of GST @ 18% to Haldia Dock Complex along with their offer otherwise their</p>

		<p>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/licensee in the space provided in the e-tender as indicated here under:</p> <p>a) Name of remitting vendor/licensee: b) E- Tender No.: KoPT/Haldia Dock Complex/Admn. Div/7/19-20/ET/55 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 prior to making payment of Earnest Money through the Axis Bank Payment Gateway.</p>
iii)	Transaction Fee	Rs. 1,475/- (Including GST @18%). Payment

		of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)
g.	Last date of submission of EMD & Bid Document fee at HDC.	12.09.2019 upto 15:00 hours
h.	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	03.09.2019 time 11:00 hours
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	12.09.2019 upto 15:00 hours
k.	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	12.09.2019 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 Technno-commercial Bid as well as Price bid will be done over the internet. The Vendor should posses 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
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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

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

	<p>Multiple documents can be uploaded.</p> <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 license 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>
	e. After filling the Techno-Commercial Bid, bidder should click 'save' for

	recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then the 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 license 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, located at Haldia, West Bengal, is a dock system under Kolkata Port Trust, herein after referred to as HDC, KoPT.
- 1.2 HDC, KoPT intends to grant license to an organization for setting up of RO Water facility one each at two sides of the dock for selling RO water to the dock workers at affordable rate. The licensee shall Install, operate & maintain the facilities for continuous supply of RO water inside the dock for a period of 5 year at his cost, expenses, manpower and other arrangements.
- 1.3 For this purpose, sealed tenders are invited in accordance with the scope of work & various terms and conditions of this tender document.

2. SCOPE OF WORK:

- a) Installation, operation and maintenance of facilities and other allied facilities for production and dispensation of RO water with a minimum water purification capacity of 1000 Litre per hour with minimum of 3 water filling outlets at his cost, expenses, manpower and other arrangements at the location(s) inside the dock to be identified by HDC, KoPT.
- b) The facilities to be installed and water dispensed with shall conform to BIS (IS 10500:2012) and FSSAI standards.
- c) The facility shall be operated round the clock on all the days in a year.
- d) The allied facilities shall comprise room for housing the RO machineries etc. on the land to be allotted by HDC, KoPT.

3. ELIGIBILITY CRITERIA

3.1. TECHNICAL CAPACITY:-

- a) The tenderer shall be a single entity. No Consortium shall be allowed to participate in the tender. The purchaser of the Tender Document must be the tenderer itself.
- b) The tenderer must have experience in producing and dispensing RO water. The tenderers shall have valid BIS (IS 10500: 2012) license/ certification issued by the appropriate Authority.
- c) The tenderer shall have a valid FSSAI licence for manufacturing drinking water.

3.2. FINANCIAL CAPACITY:-

The financial capacity of the tenderer shall be considered in terms of Net Worth equal to Rs. 5 Lakh (Rupees Five Lakhs only). The tenderer shall submit a certificate from a chartered accountant in this regard along with the techno commercial offer.

- 3.3 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.

4. GENERAL INSTRUCTIONS TO THE TENDERERS

4.1 BASIC PREMISE & FINANCIAL INVOLVEMENTS

- i) a) **Water:** Raw water will be provided by KoPT from its nearest source to the licensee. The licensee will have to lay pipeline from the nearest KoPT source upto his premises at his cost and arrangement. The water shall be supplied on chargeable basis as per the rates at which KoPT is procuring water from Haldia Development Authority. Present rate charged by Haldia Development Authority is 1.75 Paisa per liter.
- b) **Electricity:** Electricity will be provided from nearest KoPT source to the licensee. The licensee will have to lay electric lines from the nearest KoPT source upto his premises at his cost and arrangement. The electricity shall be supplied on chargeable basis as per the rates at which KoPT is procuring electricity from WBSEDCL plus 19.25% as overheads on the actual amount of electricity charges.
- c) **License Fee of Land:** Land upto 20 sq. mtr. each will be provided by HDC for setting up of RO Water facility inside the dock on license basis to the successful bidder. The license fee shall be collected by HDC, KoPT as per latest SoR. The SoR for land at Dock Interior Zone of Haldia is Rs. 2788.85/- per 100 sq. meter per month which will be escalated by 2% every year on 7th April. The licensee will also be required to pay way leave licensee fee in case of laying of electric and water lines. The way leave licensee fee as per current SoR is Rs 2122.42 per calendar year or part thereof and to be escalated by 2% every year on 7th April.

d) **Dock entry Permit:** 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 for the entire period of authorization. You may visit KoPT website for rates for permit charges.

ii) **Price Bid :** The tenderer(s) shall quote in the prescribed format as shown below. The successful bidder shall collect the same charges from the water consumers (dock workers) as per the quoted rate.

Particulars	Rates (Inclusive of Taxes) (In INR)
RO Water (per 100 ml)	

iii) **Payment Terms (Collection of Service Charges):**

- a) It is expected that the majority of the dock workers will use their own container for filling water. The successful bidder shall supply RO water in quantity multiple of 100 ml and the successful tenderer shall collect the RO water charges from the dock workers as per the **rate** quoted in the bid. HDC, KoPT shall not be responsible for collecting any charges from the RO water consumers.
- b) In case, the customer demands for supply of water in a container, the same shall be provided by the licensee in the form of paper cup/container on charging additional amount. The licensee shall indicate the price of the container to be charged by them as per Appendix VIII. The price of the container to be mentioned at Appendix VIII shall not be considered for tender evaluation purpose.

4.2 PREPARATION AND SUBMISSION OF TENDER

- 4.2.1 The tender must be submitted in the name of purchaser of the tender document itself.
- 4.2.2 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.
- 4.2.3 **PART -I: "Techno-commercial Bid"** should contain the following: -
 - 4.2.3.1 The tender completed in all respects including properly filled in and duly signed with seal alongwith the documents as mentioned in

Clause 5.1.2 of the tenderer document shall be uploaded through e-tendering process as detailed in **Annexure-I**.

4.2.3.2 The '**Techno-Commercial Bid**' shall contain only the Techno-Commercial Part of this tender document and without price part.

4.2.3.3 The tenderer shall submit valid license/certificate pertaining to BIS and FSSAI.

Note: In case the tenderer is not a manufacturer of RO machine, he may not have BIS certificate. In such case the bidder shall give an undertaking that, in case of becoming a successful bidder, he will install the RO Machines as per the BIS norms through the manufacturer having valid BIS license and will submit the BIS license of the concerned manufacturer.

4.2.3.4 The tenderer shall submit Covering Letter as per format given at **Appendix-I**.

4.2.3.5 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.

4.2.4 **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.

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

4.2.4.2 The Rate quoted under Column-2 of '**Price Bid**' shall include all charges involved including cost of water, labour, GST, duties etc.

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

4.2.5 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 License and Trustees' General Conditions of License etc.

4.3 SITE INSPECTION:

(a) Before submitting the e-tender, the tenderer is advised to carry out inspection of the RO facility installation sites 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 RO facility installation site shall be held after the pre-bid meeting on the same date. Interested Tenders may participate in the site inspection, 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.590/-** (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-f(ii) of SCHEDULE OF TENDER.

4.5 EARNEST MONEY:

The tender shall submit Earnest Money amounting to **Rs.50,000/-** along with their offer. The procedure for submission of Earnest Money given under Clause-f(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 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- VII**].
- (b) The tenderers are required to quote the amount inclusive of taxes for the services mentioned at **Column-1** of "**Schedule of Rates**" (**Price Bid**) as per format given under **Appendix-VII**. 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.

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 12.09.2019** 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 12.09.2019**. 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 12.09.2019** 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 TENDER:

The tender shall remain valid for acceptance for a period of 120 days from the date of opening of PART-I (Techno Commercial Bid). 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.

5. PRE-BID CONFERENCE:

- (a) Pre-Bid Conference shall be held on 05.09.2019 at 1130 Hrs at the Office of Sr. Dy. Manager (Administration), HDC, KoPT, 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 1030 hrs of 05.09.2019.
- (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.

6 EVALUATION CRITERIA:

6.1 Tests of Responsiveness:

- 6.1.1 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-6.1.2.

6.1.2 Document to be submitted

The Tenderers shall submit the following self certified documents along with the Techno Commercial offer to meet the Eligibility Criteria of the tender document.

- a) All information regarding make, model, design, technical specification & details of the RO machines to be installed at HDC, KoPT.
- b) Copy of valid BIS (IS 10500:2012) license/ certificate issued by the appropriate authority.
- c) Copy of valid FSSAI licence/certificate for manufacturing drinking water.
- d) Certificate in proof of Net Worth issued by the Chartered Accountant Firm as per the format Appendix-IV.
- e) Copy of Audited balance sheet and Profit & Loss account of FY 18-19.
- f) Copy of up-to-date Profession Tax Payment Challan (PTPC). If this is not applicable, the bidder should submit a declaration in this regard.
- g) Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
- h) Copy of PAN.
- i) Copy of valid Trade Licence for carrying out business of supply, installation & operation of RO Water Facility.
- j) 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.
- k) Covering Letter by the Tenderer as per Appendix-I.
- l) Power of Attorneys as per Appendix-II.
- m) Format for GST rates as per Appendix-III.
- n) Format of rates to be charged for paper container as per Appendix-VIII.
- o) Copy of Tender document signed in all pages.

- p) 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.

6.2 Evaluation for Techno – Commercial Bid:

- 6.2.1 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.
- 6.2.2 HDC, KoPT reserves the right to get the financial capability of the tenderer verified and in case any discrepancy is found, findings, as will be ascertained by HDC, KoPT, shall prevail for the purpose of evaluation.
- 6.2.3 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.

6.3 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-VII.
- (c) Rate quoted in the “**Schedule of Rates**” (Price Bid) shall be including applicable GST.
- (d) Evaluation shall be on the basis of the lowest average of the rates quoted under Column-2 of the **Schedule of Rates (Price Bid)**.
- (e) If the lowest average of the rates quoted under Column-2 of the **Schedule of Rates (Price Bid)** is found from more than one bidder, the bidders concerned 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. The tenderer offering the lowest average of the revised offered rates after rebate will be considered as the ‘**Successful Tenderer**’ to whom the license will be granted.
- (f) HDC, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

6.4 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.

6.5 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.

7. OTHER CONDITIONS

a) Letter of Intent (LoI):

HDC, KOPT will issue LoI to the successful tenderer for implementation of the work as per the terms and conditions of the tender and at the rates to be determined through the tender. The successful tendered shall have to communicate acceptance to the LoI within 7 days of the date of LoI

b) License agreement :

The successful tenderer shall be required to execute at his own cost and expenses a “**License 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/Authorization Letter. Format of the Agreement shall be as per **Appendix-VI**.

c) **Completion Schedule** : The successful tendered shall have to set up the facilities and obtain or require statutory clearances within 120 days from the date of the LoI and obtain Commissioning Certificate from Sr. Dy. Manager (Administration) or any officer of HDC, KoPT on his behalf.

d) Compensation

The successful tenderer will be liable to pay compensation to HDC, KoPT for delay in commissioning the project beyond 60 days as follows:

No of days of delay beyond commissioning schedule	Compensation per day of delay
1 st 15 days	Rs 1000/ per day

From 16 th to 30 th day	Rs 2500/ per day
From 31 st to 45 th day	Rs 5000/ per day
From 46 th day onwards	Es 10000/ per day

In case the delay goes beyond 90 days the license will become liable for termination.

e) License Period:

5 years from the date of LOI.

f) Compliance of relevant acts, ordinance etc. :

The licensee shall be required to comply with the relevant acts and laws including but not limited to the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the License 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 Regulations aforesaid shall be deemed to be a part of this license and any breach thereof shall be deemed to be a breach of this license

g) Responsibility of the licensee (successful bidder): To fulfill the scope of work mentioned at Clause 2 of the tender document as per the terms & conditions mentioned in this tender document and the rates to be determined through this tender.

h) RO Water supply timings :

Round the clock (24 x 7) for the entire authorization period.

i) Supply of RO water during Breakdown/Maintenance: The successful tenderer may be allowed to supply RO drinking water by using water tankers or through other facility only during the period when the RO System will be out of order for periodical maintenance or unforeseen breakdown of the system.

j) Water Test Report & House Keeping:

The successful tenderer shall submit necessary water test reports

from NABL Accredited Laboratory within 15 days after commissioning of the RO water facilities and thereafter in every 6 months from the date of commissioning of RO water facilities. The licensee will also be responsible for keeping its own area allotted for installation and operation of RO drinking water plant clean.

The successful tenderer shall encourage the customers to bring their own containers/bottles for filling RO water. The successful tenderer shall ensure that plastic cups/containers are not used for serving RO Water. He will also make arrangements for collection and disposal of paper cups/containers that will be used by the customers.

k) Security:

The licensee will be responsible for security of the facilities to be created by him at the allotted premises for fulfilling the scope of work.

l) Damage & loss to private property & injury to workmen:

The licensee(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 license(s) and further, the licensee(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.

m) Escalation of price :

The licensee will be allowed to increase the selling price of water on the following grounds:

- a) In case KoPT increases the charges for supply of water and electricity.
- b) In case KoPT increases the land license fee and way leave permission fee.

The licensee in such cases will be allowed to increase the price in proportion to the increase in the above charges. In this regard he will submit a proposal showing the escalation in price desires by him on the above grounds along with the basis for the proposed escalation to Sr. Dy. Manager (Administration) for approval of the competent authority of KoPT. The price of water may be escalated every year on the basis of increase in the WPI.

n) Manpower :The tenderer shall at his own cost maintain sufficient number of required types of manpower for smooth and efficient supply of RO water to the dock workers inside 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 licensee shall indemnify KoPT from the possible future demand of the employees / workers employed by the licensee that they be absorbed in KoPT in the event of expiry of the license with efflux of time or premature termination or otherwise. It will be the responsibility of the licensee to find a solution for such demand if it arises.

o) Non-assignability :

The license or any share of interest therein, shall in any manner or degree be transferred or assigned or sublet by the licensee directly or indirectly to any person, firm or company whatsoever without permission of KoPT.

p) Adherence to Rule & Regulations :

The successful tenderer shall strictly adhere to all rules and regulations as laid down by the Central & State Government, HDC, KoPT, and other statutory Authorities in this regard, in the matter of Installation, Operation & Maintenance of RO Water Facility for Continuous supply of RO Water inside HDC, KoPT.

q) Indemnification:

HDC will not be responsible for any damage made to the successful tenderer during the course of operation of the license. The successful tenderer in their interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained.

r) Removal of facilities

The licensee will remove all the facilities from the site that he will set up to fulfill the Scope of work at their cost and arrangement within 15 days from the date of expiry of the contract with efflux of Time or termination of the contract.

8. SECURITY DEPOSIT:

- i) Successful tenderer has to deposit an amount equivalent to 5 years land rent @ existing SoR for the actual allotted land area as SD plus Administrative deposit @ 15% of SD. The SD shall be refunded after successful completion of the license (i.e. after 5 year) without interest subject to recovery of damage and/or loss incurred, if any. The Earnest Money of the successful bidder may be adjusted as SD.

- ii) The Latest SoR for the land inside Dock Interior Zone at Haldia is available in KoPT website kolkataporttrust.gov.in . The SD amount would be mentioned to the successful tenderer in the Order Letter in details.
- ii) Security Deposit shall have to be deposited in the form of Demand Draft on any nationalized bank in favor of HDC, KoPT, 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 license as security for the performance of the licensee's obligation under the license. The Security Money shall be refunded after successful completion of the license without interest subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the licensee

9. FORCE MAJEURE:

9.1 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 minimize 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 Licensee like those as set out hereunder or the consequences thereof which may materially and adversely affect the Licensee in due performance of its various obligations under the license.

9.2 Notice of Force Majeure Event

The licensee 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.

9.3 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 license or continue the license on mutually agreed terms.

10. EVENT OF DEFAULT:

- a) If the delay in obtaining the Commissioning Certificate goes beyond 90 days from the date prescribed in the Commissioning Schedule.
- b) If the successful tenderer fails to perform or discharge any of its obligations under the provisions of the license.
- c) Non-supply of required quantity of RO Water 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 licensee) / licensee during the tendering stage or during the currency of the license is / are found to be false or misleading.
- e) The licensee is adjudicated bankrupt or becomes insolvent.
- f) The licensee assigns or transfers the full/ part of the license to any third party
- g) If there is any change in control / ownership of the licensee arising from sale, assignment, transfer without prior permission of KoPT.
- h) If the licensee 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 licensee(s) on any third party on behalf of the licensee entailing any damage / loss to the property / material of KoPT or any inconvenience to KoPT.
- j) After expiry of the license 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/ FSSAI, or such other specifications prescribed by Government, or presence of any impurities, chemicals, toxic contents, sediments etc.

11. TERMINATION OF LICENSE:

- 11.1 If the event of occurrence of any event of default as mentioned in Clause-10 of this tender document, General Manager (M&S), HDC/KoPT may through his authorized representative terminate the full or part of the license after giving a notice of 30 days and his decision in the matter shall be final and binding on the successful tender. It is however clarified that the licensee will be given an opportunity to remedy the default before resorting to termination within the time frame as would be decided by the General Manager (M&S), HDC/KoPT.

- 11.2 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 license as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- 11.3 Security Deposit would be liable to forfeiture in case of pre-mature termination of the license owing to breach of obligation(s) under the license by the successful bidder.
- 11.4 No compensation whatsoever shall be paid by HDC-KoPT to the successful bidder in the event of termination of the license.

12. 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 license, the decision of the Deputy Chairman, HDC, KoPT shall be final and binding upon all parties.

- 13.** 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.

(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 ranting license for Installation, Operation & Maintenance of facility for Supply of RO water inside Haldia Dock Complex, Kolkata Port Trust.
2. 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 :
 - d) Address for correspondence:
 - e) Telephone No./Mobile No./ Fax:
 - f) E-mail id:
 - g) Certificate/ Licence Number issued by BIS for supply of RO drinking Water:
 - h) Certificate/ Licence Number issued by FSSAI for supply of RO drinking Water:
3. I/We shall make available to HDC, KoPT, (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
4. 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.

5. I/We also certify that I/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/ license/ agreement of whatever kind.
6. 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.
7. I/We declare that we have examined and have no reservations to the Tender Document issued by KoPT thereon.
8. 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.
9. I / We certify that in terms of the Clause-3.2 of the tender document my / our companies financial capacity in terms of Net Worth is Rs. (Rs..... in words).
10. We understand that KoPT reserves the right to accept or reject any tender and to annual 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.
11. _____ (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 HDC, 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)

**Installation, Operation & Maintenance of RO Water Facility for
Continuous supply of RO Water inside Haldia Dock Complex,
Kolkata Port Trust**

RATES OF GST

Item Description	SGST (In %) (In Figure)	CGST (In %) (In Figure)	IGST (In %) (In Figure)
Tender No. AD/344/R.O Water/ Plant/2019/2			
RO Water			
Disposal Paper Cups			

Signature of Power of Attorney with Seal

Full Name:

Signature.....

CERTIFICATE FOR NET WORTH

TO WHOM EVER IT MAY CONCERN

This is to certify that (Name of the Company) having its registered office at (Address), has a networth of Rs..... Lac as on 31.03.2019 on the basis of the following calculation.

Particulars	(Rs. In Lacs)
Paid-up Equity Capital	
Add – Reserves & Surplus (Excluding Revaluation Reserves)	
Less: Accumulated Losses / P & L Dr. balance.	
Less: Miscellaneous Expenditure	
Total Networth	

We further certify that (name of the company) having a paid-up capital of Rs.....consisting ofshares of Rs..... each as on (date).....has complied with all statutory requirements and other compliances as required under the Companies Act, 1956 and other applicable rules thereunder

*We further state that there is no conflict of interest and we are in no capacity connected with the company.

OR

*We further state that we are connected in the capacity of _____

(* Strike off which ever is not applicable.)

_____ (Signature)
Name of the Chartered Accountant
Registration Number
Date :

(If a company chooses to give two separate certificates i.e i). Networth Certificate and ii) Compliance Certificate, signed by different professionals they may do so.)

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 Licensee") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Licensees' bills under the terms and conditions of a license made between the Trustees and the Licensee 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 license"), for the due fulfilment by the licensee of all the terms and conditions contained in the said license, on submission of a Bank Guarantee for Rs. (Rupees),

we, Branch, Calcutta / Haldia, do, on the advice of the licensee, 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 licensee 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 licensee.

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 licensee and no protest by the licensee, 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 license by the licensee 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 license 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 license have been fully and properly observed/ fulfilled by the licensee 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 licensee 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 license to extend the time for full performance of the said license including fulfilling all obligations under the said license or to extend the time for full performance of the said license including fulfilling all obligations under the said license by the licensee or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the licensee

and to forebear or enforce any of terms and conditions relating to the said license and We, Branch, Calcutta / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the licensee or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the licensee 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 Licensee, 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 Licensee 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 License, 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 License.
 - d) Special Conditions of License (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 license 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 Licensee as hereinafter mentioned, the licensee hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of License.

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

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 :- _____

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

**Installation, Operation & Maintenance of RO Water Facility for
Continuous supply of RO Water inside Haldia Dock Complex,
Kolkata Port Trust**

(PRICED BILL OF QUANTITIES)

SCHEDULE OF RATE

Service description	Rate per 100 ml Water (in Rs.) [Including GST]
1	2
Unit rate per 100 ml RO Water As per Scope of Work of the Tender No. AD/344/RO Water/Plant/2019/2.	Rs..... <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p 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.</p> </div>
Unit rate per 100 ml RO Water (Chilled) As per Scope of Work of the Tender No. AD/344/RO Water/Plant/2019/2.	Rs.....

Note: Evaluation would be made on lowest of average of both the rate (including GST) quoted under Column-2.

Example:- If a bidder has quoted Rs. 'X' and Rs. 'Y' for 100 ml of normal water and Chilled water respectively. His average quoted rate for evaluation of the tender would be assessed at (X+Y)/2.

Signature of Power of Attorney with Seal

Full Name:

Signature.....

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

**Installation, Operation & Maintenance of RO Water Facility for
Continuous supply of RO Water inside Haldia Dock Complex,
Kolkata Port Trust**

(PRICED OF DISPOSAL PAPER CONTAINER)

RATE CHART

Disposal Paper Container sizes (Paper cups/Glass)	Rates (Inclusive of Taxes) (In INR)
100 ml	
200 ml	
300 ml	
400 ml	
500 ml	
700 ml.	
1 ltr	

Tenderer shall provide the cost of the container inclusive of GST under Column-2 above.

Note:

- 1) *The cost of the container shall not be considered for tender evaluation purpose.***
- 2) *The successful tenderer may collect the cost of container as per the rate mentioned under Column-2 above from the RO water consumer in case the water is served in paper cups.***

Signature of Power of Attorney with Seal

Full Name:

Signature.....