

कलकत्ता पत्तन न्यास
KOLKATA PORT TRUST

हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX
MM DIVISION

BIDDING DOCUMENTS

(e-Tender)

[Tender No.: HDC/MM/OT- 03/30/34]

FOR

E-Tender for_Supply and Delivery of Walkie Talkie Set including Liasioning for obtaining License as per Bill Of Quantity to Haldia Dock Complex.



July - 2020

CONTENTS

[Tender No. : HDC/MM/OT- 03/30/34]

TABLE OF CONTENTS

SI. NO	SUBJECT	PAGE MKD
1	PRE-FACE	1
2	TABLE OF CONTENTS	2
3	SCHEDULE OF TENDER (SOT)	3-4
4	SHORT TENDER NOTICE	5
5	NOTICE INVITING TENDER (NIT)	6-7
6	IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT	8
7	INSTRUCTION TO BIDDER	9 - 12
8	COMMERCIAL TERMS AND CONDITIONS	13-19
9	PREAMBLE TO THE BILL OF QUANTITIES	20
10	BILL OF QUANTITIES (Unpriced)	21
11	ANNEXURE – I (Format for submitting declaration regarding banning/delisting, bidding documents downloaded from website, price schedule etc.)	22
12	ANNEXURE – II (Bidder's Information)	23-24
13	ANNEXURE – III (Details of GST)	25
14	ANNEXURE – IV (Bidder's Bank details)	26
15	ANNEXURE – V (Priced Bill of Quantities)	27
16	ANNEXURE – VI (Check list)	28

SCHEDULE OF TENDER (SOT)

E-Tender in **single cover one part system** (Techno-Commercial Bid + Price Bid) are invited **from reliable, bonafide & experienced manufacturer / authorized dealers / authorized distributors / authorized stockiest/ supplier** for Supply and Delivery of Walkie Talkie Set including Liasioning for obtaining License as per Bill Of Quantity to Haldia Dock Complex.

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

SCHEDULE OF TENDER (SOT)

(Tender No. HDC/MM/OT- 03/30/34)

1.1	Work Title	::	Supply and Delivery of Walkie Talkie Set including Liasioning for obtaining License as per Bill Of Quantity to Haldia Dock Complex.
1.2	E-Tender No.	::	2020_KoPT_570096_1
1.3	Tender Authority	::	Sr. Dy. Manager(MM), Haldia Dock Complex ; Kolkata Port Trust. Address: Jawahar Tower (2 nd floor) ; P.O.:- Haldia Township; Dist.:- Purba Medinipur ; PIN:-721607 West Bengal, India. E. mail : spb.hdc@kolkataporttrust.gov.in
1.4	Mode of Tender	::	e-Procurement System (Online single cover one part system (Techno-Commercial Bid + Price Bid) through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.
1.5	Date and time from which bidding documents are available for downloading by the intending bidders.	::	09/07/2020, from 16:00 Hrs. (IST).

1.6	Pre-Bid Meeting starting date & Time.	::	NA
1.7	Pre-Bid Meeting closing date & Time.	::	NA
1.8	Venue of Pre-Bid Meeting	::	NA
	i) Bid Document Fee (Cost of bidding document)	::	The intending bidders should deposit Rs. 590.00 (Indian Rupees: five hundred ninety only) [including GST @ 18%], as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
	ii) Earnest Money Deposit (EMD)	::	The intending bidders must deposit Rs. 1,800.00 (Indian Rupees: one thousand eight hundred only), as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
2.0	Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.	::	04/08/2020, up to 15:00 Hrs. (IST). (Copy of the DD/Banker's Cheque should be uploaded on line).
2.2	i) Starting date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at https://eprocure.gov.in/eprocure/app	::	09/07/2020, from 16:30 Hrs(IST)
	ii) Closing date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at https://eprocure.gov.in/eprocure/app	::	03/08/2020, from 15:00 Hrs(IST)
	iii) Date & time of opening of Tender (i.e. Techno-commercial Bid & Price Bid).	::	04/08/2020, 15:30 Hrs. (IST) onwards.

4. SHORT TENDER NOTICE

E-Tender in **single cover one part system** (Techno-Commercial Bid + Price Bid) are invited **from reliable, bonafide & experienced manufacturer / authorized dealers / authorized distributors / authorized stockiest/ supplier** for Supply and Delivery of Walkie Talkie Set including Liasioning for obtaining License as per Bill Of Quantity to Haldia Dock Complex, as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

➤ Name of work	::	Supply and Delivery of Walkie Talkie Set including Liasioning for obtaining License as per Bill Of Quantity to Haldia Dock Complex
➤ E-Tender No	::	2020_KoPT_570096_1
➤ Date and Time for pre-bid meeting & site visit	::	NA
➤ Last date of submission of e-tender and opening of Techno Commercial Part	::	Submission Up to 15:00 hrs. on 03.08.2020 Opening After 15:30 hrs. on 04.08.2020

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

5. NOTICE INVITING TENDER

WORK TITLE: - Supply and Delivery of Walkie Talkie Set including Liasioning for obtaining License as per Bill Of Quantity to Haldia Dock Complex

3.1 E-TENDER NO: 2020_KoPT_570096_1

E-Tender in **single cover one part system** (Techno-Commercial Bid + Price Bid) are invited **from reliable, bonafide & experienced manufacturer / authorized dealers / authorized distributors / authorized stockiest/ supplier** with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria;

3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

1. Average Triennial Financial Turnover during the last three financial years, ending on 31-03-2020, should be at least 30% of the estimated cost.

2. The prospective bidder(s) should submit credential for supply of various types of Walkie Talkie Set and Spares as for a cumulative amount of ₹ 2,20,000.00 (Rupees two lakh twenty thousand only) minimum in any number of orders, during last 7 (seven) years, to Govt., PSU or Public / Private organization which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents : i) Receipted Challan, ii) Certificate of Execution, iii) GRN, iv) Excise Invoice, v) Tax Invoice, vi) Consignment Note. etc. as a proof of supply.

3. Authorized Dealers / Authorized Distributors / Authorized stockists must submit valid certificate from their manufacturer regarding status of authorization, as applicable.

4. Valid WPC license of bidder.

5. GST Registration Certificate

6. Up-to-date Professional tax payment challan, if applicable. In case of non applicability, the reasons to be mentioned.

3.3 TENDER AUTHORITY:-

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

Due Date Of submission	03.08.2020	Time	UPTO 15:00 hrs.	Date of Opening of Bid of the Tender	04.08.2020	Time	15:30 hrs. onwards.
Bid document will be available on CPP portal. Bidders will have to participate in bidding process through website https://eprocure.gov.in/eprocure/app only							
Date and Time for pre-bid meeting & site visit			NA				
Cost of Tender document (Non-refundable)			Rs. 590.00 (Rupees Five Hundred Ninety only) including 18% GST.				
Earnest Money Deposit			Rs. 1,800.00 (Rupees One Thousand Eight Hundred only)				
Time Of Completion			120 (One Hundred Twenty) days from the date of receipt of order by the successful bidder.				
Estimated Cost Of Work			Rs. 3,57,250.00 plus GST				

3.4 OTHER INSTRUCTIONS:-

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

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

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

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

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

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

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

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

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

Sr. Dy. Manager (MM)
Haldia Dock Complex

6. Important instructions for E-procurement

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

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

1. S. P. Bhattacharjee, Sr. Dy. Manager (MM), Mob: 9434063649, email: spb.hdc@nic.in
2. R. R. Khan, Asstt. Manager (Procurement), MM, Mob: 9800334462, e mail: rrkhan.hdc@nic.in

Contact persons (CPP Portal):

3. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com
See CPP Portal for contact details.

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

7. INSTRUCTION TO BIDDER

E-TENDER for Supply and Delivery of Walkie Talkie Set including Liasioning for obtaining License as per Bill Of Quantity to Haldia Dock Complex.

E –TENDER NO: 2020_KoPT_570096_1

5.0 PREFACE:

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

4. EARNEST MONEY:

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

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

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

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

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

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

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

5.2 MODE OF SUBMISSION OF BID :

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

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

- a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) The un-priced “Abstract Form Of Tender” & “Form Of Tender” (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.
- d) Bidder’s information to be submitted as per enclosed format marked as Annexure-II.
- e) A Declaration as per ‘**Annexure – I**’ that no conditions / deviations have been added in the price part of the Bid.
- f) Scan copy of the following documents to be uploaded:-
 - i) **GSTIN** / Provisional GST registration certificate.
 - ii) Valid **Professional Tax** Clearance Certificate / Up to date tax payment, if applicable.
- g) Credentials in the form of copies of Letters of Award of Works (supply) along with corresponding document to justify that the intending bidder satisfies the pre-qualification criteria, regarding completion of supply.
- h) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (**i.e. 2016-2017, 2017-2018, 2018-2019**).
- i) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

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

5.3 OPENING OF BIDS:

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

5.4 SECURITY DEPOSIT:

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

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

6. REFUND OF EARNEST MONEY:

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

5.6 VALIDITY OF OFFER:

The e-tender shall remain valid for a period of **120 [One Hundred Twenty] Days** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

5.7 DETAILED SCRUTINY OF E-TENDERERS:

5.7.1 During the course of examination of Techno Commercial Part of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids.

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

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

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

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last five years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

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

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

5.8.1 Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves waiver of EMD and cost of tender documents :-

Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.

5.8.2 Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs should have documentary evidences, to get credit in this regard.

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

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

If eligible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with Authorities as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. It is not obligatory on the part of the Trustees to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or reject a Tender without assigning any reason thereof.

5.10 ACCEPTANCE OF TENDER:

5.10.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

5.10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

5.10.3 The successful Tenderer will be notified in writing of the acceptance of his tender.

5.10.4 Work experience, as a sub-supplier or supply contractor shall not be considered as the requisite qualification

5.11 MISCELLANEOUS:

(i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.

(ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.

(iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.

(iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.

(v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.

(vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

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8. Commercial Terms & Conditions:

Sl. No.	Terms & Conditions
1.	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2.	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 / DIC's(DISTRICT INDUSTRIES CENTRE)/ Udhog Aadhar Certificate.
3.	<p>i) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>ii) When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.</p> <p>iii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.</p>
4.	Copy of valid NSIC Certificate for MSEs / DIC's (DISTRICT INDUSTRIES CENTRE)/ Udhog Aadhar Certificate has to be submitted along with the bid.
5.	Tenders without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
6.	Due date of submission of tender will not be extended under any situation.
7.	<p><u>SCOPE OF WORK:</u></p> <p>The work comprises of supply, delivery, unloading, stacking, installation, commissioning and satisfactory demonstration of Walkie-Talkie sets and Liasioning for obtaining License as specified in the Bill of Quantities at HDC's Store at Haldia or any other point of delivery, as per the purchase order, which would be issued to the successful bidder(s).</p>
8.	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
9.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Engineer of the contract, thereon shall be final and binding upon all parties.
10.	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender. General Conditions of Contract is also available at KoPT's website (http://www.kolkataporttrust.gov.in).

11. The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
12. The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
13. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
14. Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.
15. Bidders are advised to visit the MO division, Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager of M.M. Division or his authorized representative at his office at Jawahar Tower in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
16. Authority in signing the documents for submission of Tender / Offer:
All documents to be uploaded by the bidder should be signed under official seal by –
 - 16.1 In case the Tender is submitted by a Proprietorship Firm, the same should be signed either by Proprietor or other person, holding a valid Power of Attorney from the Proprietor, in Connection with this Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.
 - 16.2 In case the Tender is submitted by a Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partners.
 - 16.3 In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney executed in his favour (in connection with this Tender) and the signature of such Power of Attorney holder should also be attested, in accordance with the constitution of the Limited Company.
17. **VALIDITY:**
The tender shall remain open for acceptance for a period of 120 days from the date of opening of the same.
If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
18. **NON- RESPONSIVE BIDDER:**The offer/tender shall be treated as non-responsive, if :
 - i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.
 - ii) Offer / tender is submitted with any deviation from the tender terms & conditions.

19. EARNEST MONEY AND SECURITY DEPOSIT:

i) The Earnest Money received will be refunded or released as the case may be to the unsuccessful Bidder without any interest subject to the provisions made in clause above. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit.

ii) The Security Deposit shall be equal to 5% of the basic contract value. Balance Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalised Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia, by the successful Bidder within 30 days from the date of placement of order. Failing this, the Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money.

The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period.

iii) If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled/ Nationalised Bank of India from Kolkata / Haldia branch in lieu of Security Deposit. The Bank Guarantee shall have to be valid for at least 13 months from the date of last supply & acceptance of materials.

iv) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.

20. PRICING OF BIDS:

i) Price should be quoted F.O.R HDC's site/store at Haldia including charges for packing, forwarding, loading, stacking, transportation, unloading, transit risk, Installation, commissioning, satisfactory demonstration, liasioning for obtaining License and necessary for the complete services as described in the documents i.e. on free delivery basis upto HDC's site/store at Haldia, but excluding of GST.

ii) The Bidder shall state clearly the percentage of GST as applicable quoted in Annexure-III

iii) Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any item that, in the event of part order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire supply of goods is completed.

iv) Price(s) to be quoted should remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in Taxes & Duties. In case of decrease in rates of statutory taxes, the price would be correspondingly decreased.

21. EVALUATION CRITERIA:

i) Evaluation will be made on the lowest (L1) quoted overall landed price basis exclusive of GST among the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

ii) In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.

22. PAYMENT:

Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same at designated points and on submission of Bill accompanied with Inspection Certificate, if any, and challan duly signed by consignee or his authorized representative. The bills should be submitted in quadruplicate to Sr. Dy. Manager (MM)'s Office with necessary documents e.g., receipted challan in duplicate, test certificate, guarantee certificate inspection report, if any.

Payment will be made against supplier's clear bill within 30(thirty) days of receipt of satisfactory acceptance of materials at central store/ site. Payments shall be credited to supplier's bank account through NEFT/RTGS mechanism at all centers where such facilities are available in the bank. Accordingly bidders are requested to submit their bank Account No with the name and address of the bank along with the branch name account no. and IFS code number in the bill.

23. TIME OF COMPLETION AND DELIVERY:

Delivery of the materials must be completed within **120 (one hundred twenty) days** from the date of receipt of order by the supplier. Materials shall be delivered by the supplier to HDC's site/store at Haldia at their cost, risk and responsibility.

Delivery period shall binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers. In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the Items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.

The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Store/Site. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading and stacking at the designated point shall rest with the Supplier. All transit risk will be to supplier's account. The Bidder must send advance intimation to the concerned Officer as to the proposed dates of delivery of each and every installment of supply together with a list showing quantity and particulars of the material in the consignment. Materials will not be accepted if not accompanied by the authorized representative along with proper Delivery Challan, Inspection/Test Certificate, Guarantee Certificate and other related documents. Delivery of materials will not be accepted on Sundays and Holidays. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account. The authorized representative of the Bidder should be present at the time of delivery.

24. DESPATCH ARRANGEMENT:

The supplier shall be fully responsible for any transit loss or damage to the materials.

The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Saturday, Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time delivery for jointly noting with the representative of Ko.P.T. the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans for the same. Delivery will not be accepted if not accompanied with proper delivery challans (in quadruplicate) and other related documents like inspection certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.

25. INSPECTION :

- a) Inspection of materials shall be done by Trustee's authorized person (representative of MO Division /Lock Entrance(P&E) Division, HDC) after delivery of the materials at HDC's store as per HDC's discretion.
- b) Inspection witnessed by the representative of HDC shall not relieve the supplier of his obligation for furnishing the materials in accordance with the specification.
- c) The supplier shall also ensure that no material gets damaged prior to the final acceptance at HDC's site. Any material found at the time of acceptance to be damaged due to any reason whatsoever, including labour handling shall be liable for rejection.
- d) The materials supplied should strictly conform to the laid down specification (i.e. IS etc. as applicable) of tender/order. Samples as and when considered necessary by HDC, may be drawn from the supply and the same will be tested by trustee's authorized person (representative of representative of MO Division /Lock Entrance(P&E) Division, HDC) either at the trustee's own arrangement or by Government / Government registered/ recognized/approved Test House. The result of such test shall be binding on the supplier. If the material is found to inferior or fails to meet the requirement of the specification / characteristics of the product as per tender/ order, the materials will be rejected in whole or in part and the supplier shall be debited with the cost of test and they would also be required to replace the whole lot of supply and / or refund the materials cost involved to HDC including the cost of testing within one month of such intimation by HDC at their own cost and arrangement.
- e) It is to be noted that receipt of material and subsequent inspection, thereafter clearance will not relieve the contractor of their responsibility of maintaining quality to guarantee performance.
- f) If any operational and manufacturing defect is found in any materials during the performance guarantee period repair / replacement of the same will have to be done by the successful bidder, free of cost, stated earlier.

26. REJECTION OF MATERIALS:

Notwithstanding the inspection and passing of materials by Trustees' authorized person, any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. The supplier shall at his own arrangement and cost replace within a period of 1 (one) month all such dispatched materials that have either been rejected by Trustees' authorized person, or have been found in defective/broken/damaged condition after unloading. Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Stores, H.D.C. within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials within a reasonable time, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.

27. GUARANTEE PERIOD:

The materials to be supplied should be guaranteed for a period of 12 months from the date of satisfactory demonstration and final acceptance after delivery of the materials. If any defect whatsoever develop within this period, the same should be rectified / replaced by the supplier at their own cost and arrangement. In default HDC will be at liberty to get the repairs done at the risk and cost of the supplier. Guarantee certificate is to be produced by the supplier in this regard.

28. TECHNICAL CATALOGUE/ PRODUCT DATA SHEET:

The bidders shall have to submit Technical Catalogue/ Product Data Sheet of their quoted product(s) along with their techno-commercial bids.

29. WPC LICENSE:

Bidder must have valid WPC (Wireless Planning & Coordination Wing) license to sell and repair Wireless and Radio equipment, issued by Ministry of Communication & Information Technology. A copy of same is to be submitted along with the bid. Successful bidder also need to obtain License for 30 nos. of Walkie Talkie set as stated in BOQ from WPC, DoT, Ministry of Telecommunication, GOI on behalf of MO Division/ P&E Division, HDC. Necessary information and declaration to obtain Licence will be provided by MO Division/ P&E Division, HDC. Royalty and License fees to be paid by HDC directly as per actual, supported by LOI/demand notice/deposit challan issued by WPC,DoT,GOI.

30. SERVICE BACK UP:

The bidder must have service centre in Kolkata and / or OEM must have Kolkata-based authorized service provider/s (ASP) to provide prompt after sales service and contact details of the said service centre is to be provided. Reported defects must be attended within 03 days.

31. TRANSIT RISK :

Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.

32. PERMITS :

The successful Bidder shall have to obtain permits from the Central Store (MM Divn.), HDC at Chiranjibpur or at the Office of the Sr. Dy. Manager (MM), Jawahar Tower or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued to the Bidder against receipt of proper application with payment of necessary charges for the same during normal working hours on any working day.

33. LIQUIDATED DAMAGES :

If the successful bidder (supplier) failed to supply materials during the delivery period, the supplier shall be imposed liquidated damage @ ½ percent of the total landed cost excluding GST as applicable for every week delay on materials out of schedule of delivery which should not exceed 10 per cent of the total landed cost.

34. RISK PURCHASE:

In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager (MM), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the Sr. Dy. Manager (MM) or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).

35. BANNED OR DE – LISTED CONTRACTORS:

Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, Quasi-Government Agency or, PSU. If a Bidder has been banned / de-listed by any Government or, Quasi-Government Agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with Techno-Commercial Bid. Incorrect declaration or suppression of facts will lead to rejection of the Offer.

36. FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other Party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties. The Term 'FORCE MAJEURE' as employed herein shall mean acts of God, Earthquake, Floods and Hurricane / Cyclone, War, Revolution, Riot, Fire, Strike excluding Strike by the employees of the Supplier or their Sub-contractors. Upon the occurrence of such cause the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning thereof giving full particulars and the satisfactory evidence in support of its claim.

37. PACKING OF MATERIALS:

The Supplier shall be responsible for proper packing and delivery of Stores. The materials should be packed by the Supplier/Manufacturer at their own cost for protection against any damage, loss, breakage or leakage etc.

38. JURISDICTION OF COURT:

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.

39. WORKMEN COMPENSATION:

The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

40. PERSONAL PROTECTIVE EQUIPMENT (PPE):

Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply of materials inside the Dock premises.

41. DEFAULT CRITERIA:

HDC may serve a written notice of default to the Supplier in case of following situations

- i) If supplier fails to deliver any or all of the materials within the Time period(s) specified in the contract or any extension thereof granted by HDC.
- ii) Delivery is unsatisfactory as per Tender Terms.
- iii) If supplier fails/delays to perform any other obligation(s) under the Contract.
- iv) In either of the above circumstances, does not remedy his failure within a period as specified in contract or such period as HDC may authorize in writing after serving default notice to the supplier.

In the event of failing the clause (iv) above, the EMD and Security Money of the supplier will be forfeited along with banning/Blacklisting as deemed appropriate by HDC .

9. PREAMBLE TO THE BILL OF QUANTITIES

E-TENDER FOR SUPPLY AND DELIVERY OF “Walkie Talkie Set including Liasioning for obtaining License” (AS PER BILL OF QUANTITIES) TO Haldia Dock Complex.

E -TENDER NO : 2020_KoPT_570096_1

- 7.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.
- 7.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

10. BILL OF QUANTITIES (UN-PRICED BID)

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

[BIDDERS NOT TO QUOTE HERE]

Tender for supply & delivery of "Walkie Talkie Set including Liasioning for obtaining License "

Tender No.: HDC/MM /OT-03/30/34 & E -Tender No.: **2020_KoPT_570096_1**

Sl. No.	Description Of Item	Unit	Quantity	If your offer exactly match to our specification, write 'YES' else give your technical details.
1	Supply , delivery, Installation, Commissioning and satisfactory demonstration of VHF Walkie-Talkie Set including rechargeable battery and charger: Make: Motorola India Pvt. Ltd. Model: XIRP 3688	Set	30 (Thirty)	
2	Liasioning Charges for obtaining License for 30 nos. of Walkie Talkie set from WPC, DoT, Ministry of Telecommunication, Gol on behalf of MO Division/ P&E Division, HDC.	No.	One (One)	

Signature of Tenderer with Office Seal

11. ANNEXURE-I

DECLARATION OF THE BIDDER

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

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

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

Name of Work:

PROCUREMENT OF "Walkie Talkie Set including Liasioning for obtaining License " (as per the Bill of Quantities) to Haldia Dock Complex .

Tender No. : HDC/MM/OT-03/30/34

E-Tender No.: 2020_KoPT_570096_1

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

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

I / We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. I / We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the Tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our Tender being accepted in full or, in part, I / we also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with the acceptance thereof in writing by or, on behalf of the Trustees' shall form the Contract. I / we have not made any addition / modification / alteration in the Bidding Documents hosted in the websites.

I / We have deposited Requisite Earnest Money.

OR

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

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

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

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

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

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

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

12. ANNEXURE-II

BIDDER'S INFORMATION

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

GENERAL INFORMATION OF THE BIDDER

The bidder must submit the information in this format.

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

Annexure-II

5.	Bank details for ECS payment :	
	a) Bank Account number.	
	b) Name of the bank.	
	c) Name of the branch.	
	d) Address of the branch.	
	e) IFSC code	
6.	Income Tax details (if applicable) :	
a)	Permanent Account Number (PAN)	
b)	GST Registration Number	
7.	Employees' Provident Fund (EPF) Code No., if applicable	
8.	Employees' State Insurance (ESI) Code No., if applicable	

Signature of Tenderer with Office Seal

13. ANNEXURE-III

TO INDICATE THE FOLLOWING DETAILS OF GST:

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

Sl. No.	Item Description	HSN Code	GST Rate (In %)		
			CGST Rate	SGST Rate	IGST Rate
1	VHF Walkie Talkie Set				
2	Liasioning Charges for obtaining License				

Signature of Tenderer with Office Seal

14. ANNEXURE-IV

Bidder's Bank Details

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

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

Signature of Tenderer with Office Seal

15. ANNEXURE-V

PRICED BILL OF QUANTITIES

Tender for supply & delivery of "Walkie Talkie Set including Liasioning for obtaining License "

Tender No.: HDC/MM /OT-03/30/34 & E -Tender No.: **2020_KoPT_570096_1**

[BIDDERS NOT TO QUOTE HERE]

Sl. No.	Description Of Item	Unit	Quantity	Unit Landed Price exclusive of GST On F.O.R. Upto HDC's Store (Rs./Unit)
1	Supply , delivery, Installation, Commissioning and satisfactory demonstration of VHF Walkie-Talkie Set including rechargeable battery and charger: Make: Motorola India Pvt. Ltd. Model: XIRP 3688	Set	30 (Thirty)	
2	Liasioning Charges for obtaining License for 30 nos. of Walkie Talkie set from WPC, DoT, Ministry of Telecommunication, Gol on behalf of MO Division/ P&E Division, HDC.	No.	1 (One)	

16. ANNEXURE-VI

CHECKLIST

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

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

Signature of Tenderer with Office Seal