

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the Admn. Division, Jawahar Tower Annexe,
P.O.: - Haldia Township, Dist.:Purba Midnapore,
PIN : 721607, West Bengal.
Ph. No. 03224 265161, FAX :03224-263152
E-mail id: sspandit@kopt.in, jroy@kopt.in

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from enlisted contractors viz. M/s. Bharat Motor Repairing works, Basudebpur, Haldia, M/s. Prince Automobiles, Basudevpur, Khanjanchak M/s. Debnath Builder, Bhabanipur, Debhog, M/S. GNB Motors Ltd, Chunghar, Dighasipur, Near Brajanathchak, Haldia, M/s Nayan Auto Engineering Works, Haldia for repairing, painting and commissioning of Foam Crash Tender FCT-8 owned by Haldia Dock Complex.

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

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Admn/Central Garage/2015/1
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)	XXXXXXXX
d.	Date of NIT available to parties to download	19.05.2015
e.	Pre-Bid Meeting starting date & Time	NA
f.	Pre –Bid Meeting closing date & Time	NA
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 16900.00 (Rupees sixteen thousand nine hundred only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account is appended hereunder. a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch, b) Account No.: 1604050000310, c) IFSC Code: UTBI0HDCF75. Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.

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		<p><i>Tenderers should deposit Earnest Money before filling and submission of bids.</i></p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : XXXXX</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
ii)	Bid Document fee	<p>The intending bidders should submit the tender cost of Rs. 300 (Rupees Three Hundred only) (non-refundable) as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected.</p> <p>Tenderers should deposit bid document fee before filling and submission of bids.</p> <p>Details of Tender Cost remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : XXXXXXXX</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
iii)	Transaction Fee	Rs. 1124 (Including Service Tax & other charges @12.36% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)
h.	<p>Last date of submission of EMD & Bid Document fee at HDC.</p> <p>Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.</p>	<p>Before the date of submission of tender.</p> <p><u>Three working days before the last date of closing of online bidding for the e-tender.</u></p>
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	08.06.2015 time 10.00 hours
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	17.06.2015 time 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).	17.06.2015 time 15.30 hours

List of Annexure :

Important Instructions to Bidders for e-procurement	: Annexure –I
Commercial Terms & Conditions	: Annexure -II
Tentative list of defects of FCT-8 (WB 29A 5837)	: Annexure-III
Declaration of Tenderer	: Annexure-IV
Bidder's Information	: Annexure-V
Price Bid format	: Annexure-VI

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.

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

1. Process of E-tender :

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

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

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → Psu / Govt depts → 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. Mr. S.S. Pandit
Dy. Manager(Admn)
Haldia Dock Complex
Ph. No. 03224 265161
Mb. No. 94340 54122
Email- sspandit@kopt.in

2. Mr. J. Roy
Sr. Dy. Manager(Admn)
Haldia Dock Complex
Ph. No. 03224 263178
Mb. No. 94340 63328
Email- jroy@kopt.in

Contact person (MSTC Ltd):

1. Mr. Arindam Bhattacharjee
Deputy. Manager (E-commerce)
Haldia Dock Complex
MobileNo:09330102643
Landline:03322901004
Email-arindam@mstcindia.co.in

2. Mr. Sabyasachi Mukherjee
Junior Manager (E-commerce)
Mobile- 07278030407
Email: smukherjee@mstcindia.co.in

B) System Requirement:

i) Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8

ii) IE-7 and above Internet browser.

iv) Signing type digital signature

v) JRE 7 update 9 and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level

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2.	<p>(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.</p> <p>(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.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840 IFSC Code No. : UTIB0000005.</p> <p>“The vendors shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002 Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) well in advance and verify completion of transaction in respect of tender fee and EMD Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p>

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6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
	(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<u>Bidding in e-tender & Reverse auction:</u>
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 and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
d.	The bidder should allow to run an application namely en Apple 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.
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 filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
	NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

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d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR
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.
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	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.
18.	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.	Due date of submission of tender will not be extended under any situation.



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Office of the Admn. Division, Jawahar Tower Annexe,
P.O.: -Haldia Township, Dist.: Purba Midnapore.
E-mail id: sspandit@kopt.in
Fax No. 03224 263251

Commercial Terms & Conditions :

ANNEXURE –II

Sl. No.	Terms & Conditions	Response
1.	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	Due date of submission of tender will not be extended under any situation.	AGREE
4.	<u>SCOPE OF WORK</u> The FCT-8 have cropped up various defects in their pumps, priming system, pipeline & valves, water tank & foam tank, cabin, body, steering etc. as may be applicable of the FCT. The make, regd. no. of FCT-8, along with tentative list of defects has been given in Annexure-I. No fuel, lubricant, brake fluid, battery terminals etc. will be supplied by HDC to the successful tenderer(s) during any stage of repairing, painting, testing, delivery and commissioning of the vehicle.	AGREE
5.	The quotation is for establishing the consolidated cost involvement for rectification of all the defects, repairing/replacement of damaged portions priming system etc. and thereafter satisfactory commissioning of the vehicle/equipment.	AGREE
6.	Rates shall include all Taxes, Duties and charges (except Service Tax)	AGREE
7.	Service Tax if leviable, will be paid extra by the Trustees. The bidder shall not include Service Tax in his rates. In case Service Tax is payable, the contractor will be required to submit necessary bill/ challans /invoices in accordance with Service Tax rules and the contractor needs to be registered with the Central Excise for the services to be rendered.	AGREE
8.	<u>REPLACEMENT OF SPARES:</u> In case of replacement of any spare parts, good quality spares would have to be used and the old/original unserviceable spare parts would have to be returned to HDC with proper inventory.	AGREE
9.	<u>ESCALATION:</u> No escalation of price whatsoever would be entertained by HDC for attending or repairing any unforeseen defect of the vehicle during execution of the tender.	AGREE
10.	<u>INSPECTION:</u> The repairing works shall be supervised by the representative(s) of Sr. Dy. Manager (Admn.), HDC. The successful tenderer must provide all facilities for inspection to Sr. Dy. Manager (Admn.) or his authorized representative(s) at his premises at his own cost and arrangement, for which clear 48 hours time from the date of receipt of inspection offer should be provided by the successful tenderer. Stage-inspection of the vehicle, from time to time during pendency of the contract will also be carried out by HDC's representative(s) for certification of the job. No painting works of the vehicles/equipment should be done before inspection and certification by representative of Sr. Dy. Manager (Admn.), HDC.	AGREE

- 11. TESTING & COMMISSIONING:** AGREE
Final testing for commissioning, vis-à-vis acceptance of each of the equipment & satisfactory performance test would be carried out by representative of Sr. Dy. Manager (Admn.) in presence of competent representative of the selected tenderer(s). This would be done at the 1st oil jetty fire station and the vehicle/equipment only after satisfactory performance test would be declared as commissioned.
- 12. TAXES AND DUTIES:** AGREE
The rates quoted must be inclusive of all taxes & duties (except for Service Tax), repairing and commissioning charges on FOR Haldia basis.
Service Tax if leviable, would be paid extra by the Trustees. The bidder shall not include Service Tax in his rates. In case Service Tax is payable, the contractor will be required to submit necessary bill/ challans /invoices in accordance with Service Tax rules and the contractor needs to be registered with the Central Excise for the services to be rendered.
- 13. PAYMENT:** AGREE
Payment will be made within 30 days from the date of execution of the order in totality (i.e. after successful repairing, painting and commissioning of the FCT-8, as ordered or from the date of submission of clear bills, whichever is later), by way of crediting the amount directly to the Bank account of the successful bidder for which they/he would have to submit the following details.
1) Bank A/c No.; 2) Name of Bank; 3) Name of Branch; 4) Branch Code 5) RTGS Code (if applicable); 6) Full address of Branch; 7) FAX No. & Phone No. of Branch
If, however, payment is required in Demand Draft, as per request of the successful tenderer, the necessary draft charges would be deducted from the payable amount of the bill.
- 14. RECEIPT AND DELIVERY:** AGREE
On receipt of firm order form HDC by the successful tenderer, delivery of the vehicle, shall be accepted by the successful tenderer after submission of an Indemnity Bond on a non-judicial stamp paper of Rs.50/- within 15 days after the date of receipt of order on "as is where is" basis with proper acknowledgement by the successful repairer / contractor at his own arrangements and risk from Central Garage & Workshop.
After complete repairing, painting & commissioning, the FCT shall have to be delivered at Central Garage, Haldia Township of HDC within 90 days by the successful tenderer after the date of handing over and receipt of the FCT at his own cost, arrangement and responsibility.
- EARNEST MONEY AND SECURITY DEPOSIT:** AGREE
i) Earnest money of Rs 16900/-(Rupees sixteen thousand nine hundred only) shall have to be deposited by the tenderer for the said job.
ii) The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account already mentioned at page no.-1.
iii) Earnest Money deposited in any other form except what is mentioned hereinabove shall not be accepted and may render the offer liable for rejection. Tenders submitted without Earnest Money shall also be liable for rejection.

iv) The successful tenderer shall be required to maintain Security Deposit @ 10% of the total order value. The Security Deposit shall have to be submitted by the successful tenderer in DD or in the form of a Bank Guarantee in the prescribed format (format available on request) within 15 days after the date of receipt of order. In case the successful tenderer fails to submit Security Deposit, the FCT, intended to be repaired by the bidder would not be handed over to him. The Earnest Money of the successful tenderer may be converted to part Security Deposit and balance Security Deposit shall be held by the Sr. Dy. Manager (Admn), Haldia Dock Complex as security for due performance of the vehicle. The Security Money shall be refunded after the successful completion of the warranty period, subject to recovery of damages and / or losses incurred, if any, by Haldia Dock Complex due to default on the part of the tenderer.

NOTE: In case of successful bidder is unable to deposit the security money within 07 days after the date of receipt of order, his earnest money may be forfeited, and the order may be cancelled.

15. **VALIDITY** AGREE

Offers submitted shall remain valid for a minimum period of 90 days from the date of opening of the offer.

16. **INDEMNITY BOND:** AGREE

The successful tenderer(s) may take the vehicle/ equipment, to their workshop for repairing, painting, etc on submission of Indemnity Bond as per KoPT's proforma and at their own cost, risk and arrangement. After repairing, tenderers would return back the vehicle(s)/equipment, at their cost and arrangement. The proforma of the aforesaid Indemnity Bond would be available at the office of the Sr. Dy. Manager (Admn).

17. **CONTRACTOR TO INDEMNIFY KoPT :** AGREE

The successful tenderer shall indemnify and keep indemnified KoPT and its every member, officer and staff of the KoPT against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the contractor in due performance of his obligation under this contract.

18. **TAXES, LABOUR LAWS AND OTHER REGULATIONS :** AGREE

The successful tenderer shall be fully and exclusively liable for the payment of any and all taxes now or hereafter imposed, increased or modified and all taxes now in force and hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government /local bodies which are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the contractor. The Trustees shall have no liability whatsoever concerning the employees of the contractor. The contractor shall keep the trustees indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The contractor shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by the Trustees. The contractor shall be liable to pay any increase of wages / salaries of his employees during the contractual period.

The successful tenderer shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work including the Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, Workmen's Compensation Act, ESI Act, Payment of Wages Act,

Bonus Act, Employees Provident Fund Act etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.

The successful tenderer shall defend, indemnify and hold Trustees harmless from any liability or penalty, which may be imposed by the Central / State Government or local authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work provided by this contract including any liability that may arise out of any accident whether brought by the employees of the contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.

In case the successful bidder deploys 20 or more workers in a day on the job ordered by HDC, the same should be intimated to KoPT, HDC along with all relevant documents towards fulfillment of all statutory obligations as stated above on part of the contractor.

19. **COMPENSATION(Liquidated Damage):** AGREE

In the event of successful tenderer failing to execute the contract within the stipulated time frame or such extension thereof as may be allowed by the Sr. Dy. Manager (Admn.) in writing, the contractor shall be required to pay as compensation (Liquidated Damage), and not as penalty, @1/2% of the total value of the order for delay in supply, repairing & commissioning of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.

Haldia Dock Complex may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the contractor. The payment of deduction of such damages shall not relieve the contractor from the obligation to complete the repairing & commissioning of the FCT-8 (as ordered) or from any other of his obligation or liabilities under the contract.

20. **EVALUATION CRITERIA** AGREE

The evaluation of the rates will be made on the basis of the rate quoted against Annexure-VI of bill of quantities having minimum financial impact to the Port. The service tax component indicated at column – IV will not be considered as it may be paid at actuals, if applicable. Tenderer quoting minimum rate against FCT will be selected as the successful tenderer.

21. **GENERAL CONDITIONS OF CONTRACT:** AGREE

Trustees' General Conditions of Contract (GCC) shall also be applicable for this contract.

22. **TERMINATION OF CONTRACT:** AGREE

If the successful tenderer fails to carry out the order as per the specification and/ or fails to repair / commission the defective equipment(s), (as ordered) within the stipulated period without any valid reason acceptable to the Sr. Dy. Manager (Admn), Haldia Dock Complex, the Sr. Dy. Manager (Admn), Haldia Dock Complex, may terminate the contract after giving 07 days notice and his decision in the matter shall be final and binding on the contractor.

Upon termination of the contract for the reason indicated above, the Sr. Dy. Manager (Admn) shall be entitled to get the work done at the risk and expense of the tenderer through an independent agency and to recover from the tenderer in addition to any other amount, compensation or damages that the Haldia Dock

Complex is entitled to in terms of other relevant clauses in the contract.

23.

AGREE

FORCE MAJEURE:

a) 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 the respective parties. The term "FORCE MAJEURE" as employed herein shall mean exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor.

b) Upon occurrence of such cause and upon its termination, 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 after the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Based on the evidence, the Manager (Admn.) shall either reject or allow the application and his decision shall be binding on the contractor.

AGREE

24.

WARRANTY:

AGREE

a. The successful tenderer must provide a comprehensive (including spares) warranty for all the works to be undertaken including overhauling, body & painting etc for a minimum period of 24 (twenty four) months [except priming pump, mechanical and electrical items where warranty would be 12(twelve) months] from the date of successful commissioning of FCT.

For warranty repair, the successful tenderer on getting intimation from HDC, should attend the FCT within 15-24 hours at Central Garage/Fire office and should commission the FCT within 24 hours of attending or any extension as may be allowed by the representative of Sr. Dy. Manager (Admn) considering merits of the case(s).

If the contractor fails to do the same, penalty @ Rs. 300/- per day will be imposed till successful delivery of the vehicle.

If the contractor fails to attend the FCT at all, the work will be done in-house at Central Garage or through other outside garages. Bill for items procured/service obtained along with a departmental charge @ 19.25% on the billed amount will be deducted from the Security Deposit of the contractor.

If the contractor wants to take the FCT, to his own garage for undertaking warranty repair, he may do so at his own cost, risk and arrangement.

b. The successful tenderer shall make good at his own expenses all defects due to poor workmanship of the FCT, which may, during a period of 24 (twenty four) months [12(twelve) months for electrical, priming pump & mechanical works etc.], from the date of successful repairing & commissioning of the FCT, develop under proper use. If any difference of opinion arises on any of the provisions of this clause, the decision of the Sr. Dy. Manager (Admn), Haldia Dock Complex shall be final and binding on the successful tenderer.

Tentative list of defects of FCT-8 (WB 29A 5837)Engine No. MAE 130938ZChassis No. MB 1A 3DJCXAEMD 6035(Ashok Leyland)

<u>Sl. No.</u>	<u>Jobs to be done</u>
1.	4(four) Nos. Mudguard repairing
2.	Cabin Roof repairing
3.	Wind Shield frame repairing with rubber replacement
4.	Front show repairing
5.	4 Nos. cabin door repairing with glass M/c replacement
6.	6 Nos. equipment locker repairing (both inside &out side)
7.	Rear & front bumper repairing
8.	Whole body with floor repairing
9.	Chassis cleaning & painting
10.	Full body with cabin painting & lettering job
11.	Brake system overhauling
12.	Overhauling of clutch system
13.	Overhauling of steering system
14.	Overhauling of Gear Box
15.	Replacement of king pin with Tie Rod end
16.	Propeller shaft overhauling
17.	Checking & replacement of electrical items like Hooter, Top Blinker lights, wiper arms with M/c, Head lights, back lights, side lights wiring Harness etc. Panel board with all existing meters, equipment lockers light with individual control switch,
18.	Overhauling of Alternator with charging circuit
19.	Overhauling of self starter with change of bendex & solenoid switch.
20.	Checking, repairing & commissioning of pumps, priming system, allied pipe lines, Valves & Cooling System, Water tank, foam tank, all gauges and meters at rear panel including all operating handles & knobs etc.
21.	Overhauling of FIP Unit [from authorized service centre (Bill/ Certificate should be submitted)] and entire fuel line including change of filters and water separator. Fuel system, tarbo charger overhauling, silencer system change, wheel hub greasing, Mobil change with filter.
22.	Change of radiator with upper & lower hose and coolant inside it to be changed by fresh coolant.
23.	Recambering/ Replacement of all spring leaves.

DECLARATION OF THE BIDDER

Sr. Dy. Manager(Admn.)
Haldia Dock Complex

I/We have carefully read and understood the detailed Terms & Conditions as mentioned in the Tender Document for repairing, painting and commissioning of FCT-8, of Haldia Dock Complex (Tender No. Admn /Central Garage/2015/1).

I / We hereby declare to have given bid for the FCT and also confirm that our price bids contain quotations pertaining to the said vehicle only:

I/ We further confirm that all laid down Terms & Conditions are hereby accepted by me/us and I/we agree that I/we shall be bound by the said Terms & Conditions of Kolkata Port Trust, Haldia Dock Complex.

I / We agree that the period for which the Tender shall remain open for acceptance shall not be less than 90 days.

I / We have deposited Requisite Earnest Money.

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

(a) I/ We further confirm that I/We have not been debarred or de-listed by any Govt. or quasi – Govt. agencies or PSUs in India.

(b) I / We hereby enclose the details of any banned / de-listed imposed on my / our agency by any Govt. / Quasi - Govt. Agency or, PSU.

BIDDER'S INFORMATION

Sr. Dy. Manager (Admn.),
Haldia Dock Complex

Tender No.	Admn/Central Garage/2015/1
Name of work/Item Description:	Tender document for repairing, painting and commissioning of Foam Crash Tender-8 of Haldia Dock Complex.
Name of the Company:	
Address:	
Contact Person Name:	
Phone:	
Fax:	
E-Mail Address:	
Is the company having Current valid Professional Tax Payment Challan (PTPC)?	Yes / No
Are you MANUFACTURERS / authorised dealers/ authorised stockists/ suppliers for the tendered materials? Please indicate your status.	-----

PART-II

[Bidder not to be quoted here, quote only online]

PRICED BILL OF QUANTITIES

Tender for repairing, painting and commissioning of Foam Crash Tender-8 of Haldia Dock Complex.

TENDER No.: Admn/Central Garage/2015

I	II	III	IV
SL. No.	ITEM	RATE (in Rs.) In figures & In words	Service Tax component, if applicable
1.	Repairing, painting and satisfactory commissioning of FCT-8 as per list of defects given at Annexure- III.		

