

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**Haldia Dock Complex**

**E-Tender Notice**

1.	Tender No:	<b>HDC/MM/OT-14/39/114</b>
2.	Subject :	SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE & TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.
3.	Last date of : submission	<b>Up to 15:00 Hrs (IST) on 28.07.2021</b>
4.	Website reference	<a href="https://kopt.enivida.in">https://kopt.enivida.in</a> & <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a>

Dear sir(s),

Please arrange to display the following:

<b>Division</b>	<b>M.M. Division</b>
<b>Tender No.:</b>	HDC/MM/OT-14/39/114
<b>Description (in 1 characters)</b>	SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE & TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.
<b>Online Submission Date &amp; Time (dd/mm/yyyy hh:mm AM or PM )</b>	<b>Up to 3.00 P.M on 28.07.2021,</b>
<b>Opening Date &amp; Time (dd/mm/yyyy hh:mm AM or PM)</b>	<b>3.30 P.M on 28.07.2021,</b>
<b>Remarks (If any)</b>	SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE & TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.
<b>With Regards,</b>  G.R.K. Prajapati, Asstt. Manager(MM), For Sr. Dy. Manager (MM)	

hocc@kolkataporttrust.gov.in; tender.hdc@nic.in

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

हल्दिया गोदी परिसर

**HALDIA DOCK COMPLEX**

MM DIVISION

*BIDDING DOCUMENTS*

( e-Tender)

[Tender No.: HDC/MM/OT-14/39/114]

**FOR**

**SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS , GREASE & TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS..**



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
Formerly Kolkata Port Trust

**JULY - 2021**

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## **1. SCHEDULE OF TENDER (SOT)**

E-Tender under single cover One-part system (Techno-Commercial Bid and Price Bid) are invited from E-Tender under single stage one-part system (Techno-Commercial Bid and Price Bid) are invited from Manufacturers on fulfilling the following Pre-Qualification Criteria as per Prequalification criteria stipulated in Tender Document for **SUPPLY AND DELIVERY OF "VARIOUS GRADES OF LUBRICANT, GREASE & TRANSFORMER OIL"** (as per Bill of Quantities) to Haldia Dock Complex on **Annual Rate Contract** Basis.

The Bid Document may be seen from the Railtel Portal. 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://kopt.enivida.in> only. The tender is also published on KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)).

### **SCHEDULE OF TENDER (SOT)** **(Tender No. HDC/MM/OT-14/39/114)**

1.1	Work Title	::	<b>SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE &amp; TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.</b>
1.2	Tender No.	::	<b>HDC/MM/OT-14/39/114</b>
1.3	Tender Authority	::	General Manager (Engg.), Haldia Dock Complex ; Syama Prasad Mookerjee Port, Kolkata.  <b>Address:</b> Jawahar Tower Annexe (2 <sup>nd</sup> floor) ; P.O.:- Haldia Township; Dist.:- Purba Medinipur ; PIN:-721607 West Bengal, India.  <b>E.mail : <a href="mailto:aganesan.hdc@kolkataporttrust.gov.in">aganesan.hdc@kolkataporttrust.gov.in</a> <a href="mailto:spb.hdc@kolkataporttrust.gov.in">spb.hdc@kolkataporttrust.gov.in</a></b>
1.4	Mode of Tender	::	<b>e-Procurement System</b>  (Online <b>single cover one part system</b> (Techno-Commercial Bid + Price Bid) through Railtel Portal <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> )  The intending bidders are required to submit their offers electronically through e-tendering portal. <b>No physical tender is acceptable by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.</b>
1.5	Date and time from which bidding documents are available for downloading by the intending bidders.	::	<b>07.07.2021, from 18:00 Hrs. (IST).</b>

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)	::	<p>The intending bidders should deposit <b>Rs. 1770.00</b> (Indian Rupees: One Thousand Seven Hundred Seventy only) [including GST @ 18%], as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of 'Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex' 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.</p> <p>For exemption of Bid Document Fee, bidders to upload the scanned copy of the certificate from MSME / Micro &amp; Small Enterprises (MSEs) / DIC /SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required in electronic format</p>
	ii) Earnest Money Deposit (EMD)	::	No Earnest Money is required to be deposited to Haldia Dock Complex, SMP Kolkata. All bidders shall upload a "Bid security Declaration" as per format attached as Annexure-VI to claim for exemption of earnest money.
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.	::	<p><b>28.07.2021, up to 15:00 Hrs. (IST).</b></p> <p>(Copy of the DD/Banker's Cheque should be uploaded on line for Bid document fee if applicable).</p>
2.1	i) Starting date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	::	<b>07.07.2021 from 18:00 Hrs.</b>
	ii) Closing date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	::	<b>28.07.2021 up to 15:00 Hrs</b>
	iii) Date & time of opening of Tender (i.e. Techno-commercial Bid & Price Bid).	::	<b>28.07.2021 after 15:30 Hrs.</b>
2.2	Processing fee for bidding in RailTel Portal		<b>Rs. 6,385.00 (Rupees six thousand three hundred and eighty five only) (Including GST) (non-refundable) by net-banking / Debit / Credit card at RailTel Portal only.</b>

## **2. SHORT TENDER NOTICE**

E-Tender under **single cover one part system** (Techno-Commercial Bid + Price Bid) are invited as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

➤ <b>Name of work</b>	::	<b>SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE &amp; TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.</b>
➤ <b>Tender No</b>	::	<b>HDC/MM/OT-14/39/114</b>
➤ <b>Date and Time for pre-bid meeting &amp; site visit</b>	::	<b>NA</b>
➤ <b>Last date of submission of e-tender and opening of Techno Commercial and Price Part</b>	::	<b>Submission Up to 15:00 hrs. on      28.07.2021</b> <b>Opening After 15:30 hrs. on      28.07.2021</b>

Details of the Tender & Tender Documents are available in web site of RAILTEL PORTAL and have to participate in bidding process through their website <https://kopt.enivida.in> only.

### 3. NOTICE INVITING TENDER

**WORK TITLE: SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE & TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.**

#### **3.1 TENDER NO: HDC/MM/OT-14/39/114**

E-Tender under **single cover one part system** (Techno-Commercial Bid + Price Bid) are invited from **Manufacturers or their Authorised Dealers/ Distributors/ Stockists/Supplier for the items mentioned in the Bill of Quantities** on fulfilling the following Pre-qualification Criteria :

#### **3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS: -**

- i) Average Annual Financial Turnover during the last three years, ending on **31-03-2020**, should be at least Rs.16,23,580.00
- ii) Manufacturers should submit as Credential for similar work for a cumulative value of ₹ 32.50 Lakhs (Minimum), all inclusive, during preceding 5 years ending on 31.05.2020, which should be substantiated by producing relevant Purchase Order copies along with any one or more of the following documents –  
  
Certificate of execution / Goods Receipt Note / Excise Invoice / Tax Invoice / Receipted challan copy / Payment receipted documents or any other documents substantiating the proof of supply of materials to the satisfaction of the tender issuing authority.
- iii) Similar works means: Supply and delivery of various types of Lubricants and Greases, Engine oil, Transformer oil etc. to State Govt./Central Govt./ PSU or Public / Private organization.

#### **3.3 TENDER AUTHORITY:-**

General Manager (Engg.), Haldia Dock Complex, Jawahar Tower Annexe [2<sup>nd</sup> Floor], P.O.- Haldia, Dist. Purba Medinipur – 721 607, Tele-Fax: - [03224]-263255.

<b>Due Date</b>	<b>28.07.2021</b>	<b>Time</b>	<b>UPTO 15:00 hrs.</b>	<b>Date of Opening of Bids</b>	<b>of 28.07.2021</b>	<b>Time</b>	<b>15:30 hrs. onwards.</b>
<b>Bid document will be available on RAILTEL portal. Bidders will have to participate in bidding process through website <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> only</b>							
Date and Time for pre-bid meeting & site visit			<b>NA</b>				
Cost of Tender document (Non-refundable)	<b>Rs. 1770.00 (Rupees One Thousand Seven Hundred Seventy only) including 18% GST.</b>						
Earnest Money Deposit	<b>No Earnest Money is required to be deposited to Haldia Dock Complex, SMP Kolkata. All bidders shall upload a “Bid security Declaration” as per format attached as Annexure-VI to claim for exemption of earnest money.</b>						
Time Of Completion	<b>45 (Forty Five) days from the date of receipt of Part order by the successful bidder.</b>						



### **3.4 OTHER INSTRUCTIONS:-**

3.4.1 E-Tender under **single cover one part system** (Techno-Commercial Bid + Price Bid) **are invited from manufacturers** as per Prequalification criteria stipulated in Tender Document for **SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE & TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.**

3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site of RAILTEL PORTAL and have to participate in bidding process through their website <https://kopt.enivida.in> 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 RAILTEL PORTAL 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.

**General Manager(Engg.)  
Haldia Dock Complex**

#### 4. 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 RAILTEL PORTAL <https://kopt.enivida.in> 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@ kolkataporttrust.gov.in
2. G.R.K. Prajapati, Asst. Manager (MM), Mob: 7478007298, e-mail: gprajapati.hdc@kolkataporttrust.gov.in

#### Contact persons (RailTel Portal):

##### 1. Sri Siddharth Ghosh – Mob: 9355030604 email: ewizardsiddharth@gmail.com

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” . <b>A declaration in this regard is to be made by the bidder.</b>
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 <b>RAILTEL PORTAL</b> .

## **KOPT eNivida Special Instruction to Bidders**

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e [www.kolkataporttrust.gov.in/](http://www.kolkataporttrust.gov.in/) under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**". The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://kopt.enivida.in>

### **GUIDELINES FOR REGISTRATION:**

1. Bidders are required to enroll on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com)/for activation of account.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

## **SUBMISSION OF BIDS**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by KOPT.

3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **For any clarification in using eNivida Portal:**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

**Phone No. 011-49606060/7278929467/8448288981**

**Mail id: - [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com) / [ewizardkumar@gmail.com](mailto:ewizardkumar@gmail.com)**

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## **5. INSTRUCTIONS TO BIDDER**

### **E-TENDER FOR SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE & TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.**

#### **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. Location Plan of the place of work might be inspected at the office of the SR. DY. MANAGER (MM) on any working day before quoting for the tender.

#### **5.1 COST OF TENDER DOCUMENT FEE & EMD :**

**Cost of tender document are to be physically deposited at the office of 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 Syama Prasad Mookerjee Port, Kolkata, 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** No Earnest Money is required to be deposited to Haldia Dock Complex, SMP Kolkata. All bidders shall upload a "Bid security Declaration" as per format attached as Annexure-VI **to claim for exemption of earnest money. to claim for exemption of earnest money.**

#### **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) Bidder's information to be submitted as per enclosed format marked as Annexure-II.

- d) A Declaration as per '**Annexure – I**' that no conditions / deviations have been added in the price part of the Bid.
- e) Scan copy of the following documents to be uploaded:-
- i) GSTIN / Provisional GST registration certificate.
  - ii) Valid Trade Licence.
  - iii) Valid Professional Tax Clearance Certificate / Up to date tax payment Challan, if applicable.
  - iv) Proof of possessing valid Employees' Provident Fund (EPF) Account, if applicable.
  - v) Proof of being registered with Employees' State Insurance Corporation (ESIC), if applicable.
- f) Credentials in the form of copies of Letters of Award of Works (supply) / Purchase Orders along with any one or more of the following documents – Certificate of execution / Goods Receipt Note / Tax Invoice / Receipted challan copy / Payment receipted documents or any other documents substantiating the proof of supply of materials to the satisfaction of the tender issuing authority.
- g) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years are to be submitted. If due dates (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.
- h) 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:**

**5.4.1 Security Deposit shall be equal to 3% of the basic value of Contract.** 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.

### **5.5 REFUND OF EARNEST MONEY:**

Not applicable as No Earnest Money is required to be deposited to Haldia Dock Complex, SMP Kolkata. All bidders shall upload a "Bid security Declaration" as per format attached as Annexure-VI **to claim for exemption of earnest money..**

### **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 Bid security Declaration" as per format attached as Annexure-VI is not submitted
- (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 SMP Port, Kolkata in this regard shall be final and binding on the Bidder.

## **5.8 For Micro & Small Enterprises (MSEs):-**

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

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

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

### **5.9.1 For Micro & Small Enterprises (MSEs):**

If eligible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with **with anyone of the 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 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.



**5.10 ACCEPTANCE OF TENDER:**

- 5.10.1 Syama Prasad Mukherjee Port, Kolkata (formerly known as 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 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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## 6. 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 Considerad for evaluation.
2.	Micro & Small Enterprises (MSEs) registered with authorities 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. are exempted from depositing Cost of Tender Document having valid Certificate for MSEs.
3.	<p>i) Micro &amp; Small Enterprises (MSEs) registered with authorities under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012 are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; 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, 4% sub-target for MSE owned by SC or ST Entrepreneurs as per new public procurement policy</p> <p>iii) If Micro &amp; Small Enterprises (MSEs) registered with authorities under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012 intends to participate in the tender, for the items they are registered, then they will not have to deposit cost of Tender Document as per NIT.</p>
4.	Copy of valid Certificate for MSEs has to be submitted along with the bid.
5.	Tenders without requisite tender cost are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with authorities 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 for which the tender is invited.
6.	Due date of submission of tender will not be extended under any situation.
7.	<b>SCOPE OF WORK:- SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE &amp; TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.</b>
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.	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/Engineer's Representative of HDC thereon shall be final.
10.	The Engineer/Engineer's Representative also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
11.	The Engineer/Engineer's Representative 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.
12.	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.

13.	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.
14.	Bidders are advised to visit the site of Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, for carrying materials etc. before submission of the tender.
15.	<p><b>NON- RESPONSIVE BIDDER: -</b>  The bid is non-responsive, if:  i) Non acceptance of 120 days' validity from the date of opening of techno-commercial bid.  ii) Any deviation from the tender terms &amp; conditions.</p>
16.	<p>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 –</p> <p>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.</p> <p>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.</p> <p>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.</p>
17.	<p><b><u>EARNEST MONEY AND SECURITY DEPOSIT :-</u></b></p> <p>i) No Earnest Money is required to be deposited to Haldia Dock Complex, SMP Kolkata. All bidders shall upload a “Bid security Declaration” as per format attached as Annexure-VI to claim for exemption of earnest money.</p> <p>ii) <b>Security Deposit equal to 3% of the basic contract value.</b> The successful bidder shall pay Balance Security Deposit by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalized Bank of India drawn in favour of Haldia Dock Complex and payable at Haldia, within 30 days from the date of placement of order. Failing which, the HDC reserves the right to cancel the acceptance and forfeit the Earnest Money.</p> <p>The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period.</p> <p>iii) If the contract value of Rs. One lac and above, the supplier shall be offered a DD or Bank Guarantee in the form of Security Deposit by any nationalized/scheduled bank payable at Haldia. The Bank Guarantee shall be submitted in HDC, KoPT's format with the claim period of one month over the Guarantee Period.</p> <p>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'.</p> <p>v) The security deposit shall be converted into performance bank Guarantee for the period of 12 months.</p>
18.	<p><b><u>A) PRICING OF BIDS</u></b></p> <p>i) Price should be quoted on F. O. R. (including of charges for packing, forwarding, loading, transportation, unloading, stacking, transit risk etc.) at HDC's Central Store/ Site Store basis.</p> <p>ii) The Bidder shall state clearly the percentage of GST as applicable in <b><u>Annexure-III.</u></b></p> <p>iii) Each bidder shall keep in mind, while quoting his rate, that his quoted rate shall remain firm of the subject order till the entire supply of goods is completed.</p> <p>iv) No Price escalation is admissible other than statutory taxes as applicable and vice –versa.</p>
19.	<p><b><u>EVALUATION CRITERIA</u></b></p>

	i)	Evaluation will be made on unit lowest (L1) landed price excluding GST quoted against the individual tendered item among the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered under 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. 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.
<b>20.</b>	<b>GST :-</b> The suppliers shall comply with all requirements to avail full credit on GST as applicable.	
<b>21.</b>	<b><u>PAYMENT :-</u></b>	
	Payment will be made on the basis of actual supply of the materials as per specification and satisfactory acceptance of the same against the order. Payment will be made within 30 (thirty) days of receipt of satisfactory acceptance note of full delivery and acceptance of materials at HDC's any Site Store and on submission of clear bill. The bills should be submitted in quadruplicate to Sr. Dy. Manager (M.M.)'s Office at Jawahar Tower along with necessary documents including original receipted challan duly signed and stamped by HDC's representative at the point of delivery. Payments shall be made through ECS/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 and code number. Part Payment may be made maximum in two installments.	
	<b>Note :-</b>	
	<b>1.</b>	The supplier shall send the materials along with the Routine Test Certificate of the Manufacturer, Guarantee Certificate of the supplier and Delivery Challan etc.
	<b>2.</b>	All the payment through NEFT/RTGC through bank.
<b>22.</b>	<b><u>TIME OF DELIVERY:-</u></b>	
	Delivery of the materials must be completed within 45 ( <b>Forty Five</b> ) days from the date of receipt of each part order by the supplier. Materials shall be delivered by the supplier to HDC's Central Store/ Site store at Haldia at their cost, risk and responsibility. 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 date of delivery with a list showing quantity and particulars of the material in the consignment. Delivery of materials will not be accepted on Saturday, 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.	
<b>23.</b>	In case <b>e-way bill</b> is required to deliver the materials, the same is to be arranged by the supplier through latest online portal.	
<b>24.</b>	<b><u>INSPECTION &amp; TESTING :-</u></b>	
	Inspection of the materials may be done at successful bidder's premises before delivery or at Central store after delivery, by the Trustee's authorized person (Representative of Sr. Dy. Manager (P&E),	

	<p>HDC) based upon verification of bills of materials, manufacture's, Routine Test certificate as per the relevant applicable IS standard(s) if any and supplier Guarantee .The successful bidder should provide all facilities for inspection to the HDC's inspector at their own cost, risk and arrangement, if inspection is carried out at their premises.</p> <p>The materials supplied by the supplier should strictly conform to the laid down specification of tender/order. Samples from the supplies may be drawn and the same may be tested by trustee's own arrangement or by Government Test House and if found to be inferior to the laid down specification of tender/order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost.</p> <p>The Tenderer shall provide necessary Testing facilities for carrying out all tests. Manufacturer's Test Certificate or that from a Government approved/ Registered/ Recognized Test House or Laboratory should be submitted at the time of supply, certifying different tests and characteristic as specified in relevant applicable IS standard(s).</p> <p>In case of Transformer Oil, Manufacturer's Test Certificate or that from a Government approved/ Registered/ Recognized Test House or Laboratory should be submitted at the time of supply, certifying different tests and characteristic as specified in ISI specification IS:335/1993 or latest amendment.</p>
<b>25.</b>	<b>REJECTION OF MATERIALS</b>
	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/leakage 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.
<b>26.</b>	<b>GUARANTEE PERIOD</b>
	Materials must be guaranteed against all defects and Guarantee Certificate would require to be provided by the supplier. The supplier shall undertake to ensure that materials supplied is in conformity to applicable standard(s) or latest amendment (in case of Transformer Oil it should be supplied in conformity to IS:335/1993 or latest amendment) and is free from moisture and other foreign matter likely to impair its properties and undertake to replace the same at his cost if found defective. The materials should be guaranteed for 12 months from the date of last supply & acceptance; if any defect develop within this period, the same should be replaced free of cost. Guarantee Certificate of materials to be supplied by the supplier at the time of delivery of materials.
<b>27.</b>	<b>CERTIFICATES:</b>
	Guarantee Certificate and Manufacturer's Test Certificate or that from a Government / Government registered/ recognized / approved Test House or Laboratory must be produced at the time of inspection of the materials and along with the supply.
<b>28.</b>	<b>TRANSIT RISK</b>
	Transit risk will be on supplier's account since the delivery is to be made on <b>F. O. R.</b> Destination basis.

<b>29.</b>	<b>PERMITS :-</b>
	The Supplier shall take necessary pass to allow the man, material and vehicle to HDC's Site store/Central store which requires necessary RFID pass issued by Shipping office/ Administration/CISF with necessary charges as applicable.
<b>30.</b>	<b>LIQUIDATED DAMAGES:-</b>
	If the successful bidder (supplier) fails 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, ( part of the week being treated as a full week), out of schedule of delivery which should not exceed 10 per cent of the total basic cost. GST on L.D. amount as per law time being in force shall be levied.
<b>31.</b>	<b>PACKING &amp; PACK SIZE:-</b>
	Supplier(s) shall be responsible for proper packing and delivery of materials in good condition. Materials shall be packed in proper way by the supplier at his own cost for protection against damage, loss etc. The tenderer would require to supply materials in the nearest available pack sizes as indicated in the Bill Of Quantities, as per the pack-sizes being manufactured by them. Manufacturer's name and Brand name/Product name must be mentioned in the offer clearly. The Tenderer should mention the pack size of their product they would supply.
<b>32.</b>	<b>TECHNICAL CATALOGUE/ PRODUCT DATA SHEET :-</b>
	The bidders shall have to submit Technical Catalogue/ Product Data Sheet of their quoted product(s) along with their techno-commercial bids and Guarantee Certificate and Manufacturer's Test Certificate or that from a Government / Government registered/ recognized / approved Test House or Laboratory must be produced at the time of inspection of the materials and along with the supply..
<b>33.</b>	<b>LICENSE:</b>
	The Tenderer should submit a copy of valid relevant BIS License (if applicable) at the time of supply and also along with offer.
<b>34.</b>	<b>PRODUCT CHARACTERISTICS:</b>
	Composition (Chemical / Physical etc.) and Characteristics of the product(s) to be offered, their performance standard / levels should be equivalent to those as per the grade mentioned in our tender document, so that they are compatible and miscible in all proportion with corresponding grade mentioned in the B.Q. of the instant tender document.
<b>35.</b>	<b>IDENTIFICATION:</b>
	<b>Materials would be supplied in Non returnable new steel drum/HDPE drum effectively sealed to exclude moisture indicating the following details :</b> <b>a. Manufacturer's Name,</b> <b>b. Quantity in Litre,</b> <b>c. Gross/Nett. Weight,</b> <b>d. Trade Mark/Brand name of product,</b> <b>e. Lot number or batch number with date of manufacture or date of expiry if any,</b> <b>f. ISI Mark (in case of transformer Oil)</b>
<b>36.</b>	<b>QUANTITY: -</b>
	The quantity as mentioned in the Bill of Quantities is only indicative. The total quantities to be purchased under the rate contract cannot be guaranteed as the purchases are to be made according to our actual requirement against part orders placed from time to time. The Trustees reserve themselves the right to place no orders in case of no requirements during the period of contract including extended period. Variation of quantity will be (+/-) 30%.
<b>37.</b>	<b>CONTRACT PERIOD :</b>
	The Contract would normally be for a period of one year and shall be valid for all part orders to be placed by

	us within this period. The supplier shall agree to the extension of the contract by a period up-to 3 (three) months, if considered necessary by the Sr. Dy. Manager (MM) and continue to effect supplies at the agreed rates and terms and conditions during the extended period.
<b>38.</b>	<b>RISK PURCHASE :-</b>
	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).
<b>39.</b>	<b>BANNED OR DE-LISTED CONTRACTORS :-</b>
	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.
<b>40.</b>	<b>FORCE MAJEURE :-</b>
	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.
<b>41.</b>	<b>JURISDICTION OF COURT :-</b>
	The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.
<b>42.</b>	<b>WORKMEN COMPENSATION :-</b>
	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.
<b>43.</b>	<b>PERSONAL PROTECTIVE EQUIPMENT (PPE):-</b>
	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.
<b>44.</b>	<b>DEFAULT CRITERIA:-</b>
	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)	<p>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.</p> <p>In the event of failing the clause (iv) above, Security Money of the supplier will be forfeited along with banning/Blacklisting as deemed appropriate by HDC.</p>



## 7. PREAMBLE TO THE BILL OF QUANTITIES

**E-TENDER FOR SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE & TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.**

**TENDER NO : HDC/MM/OT-14/39/114**

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 familiarised 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 of the Contract or his Representative.

7.3 This being an **item rate tender**, the Bidder shall quote his **rates against all items on line** based on his own analysis.

**The Tender Price thus established would be taken for comparative evaluation, subject to the relevant provisions of the tender.**

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## 8. 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]**

Sl. No	Item code	DESCRIPTION	UNIT	TOTAL QUANTITY	NAME OF EQUIVALENT GRADE to be offered			
					HPCL	BPCL	BAMAN LAWRIE	OTHERS
Sl. No.	Item Code	Item Description	Total	Unit				
1	39137001	Servo Gear HP90 or equivalent	630	Litre				
2	39137002	Servo Gear HP140 or equivalent	630	Litre				
3	39152002	Servo Marine 1040 or equivalent	4200	Litre				
4	39139002	Servo Mesh SP 220 or equivalent	1680	Litre				
5	39144001	Servo System 32 or equivalent	630	Litre				
6	39144003	Servo System 46 or equivalent	630	Litre				
7	39144015	Servo System 68 or equivalent	2100	Litre				
8	39144012	Servo System 320 or equivalent	2940	Litre				
9	39144019	Servo System HLP 68 or equivalent	1260	Litre				
10	39020018	Servo System HLP 100 or equivalent	210	Litre				
11	39145001	Servo Torque 10 or equivalent	840	Litre				
12	39150001	Servo Press 100 or equivalent	420	Litre				
13	39112001	Servo Pride TC 15W40 or equivalent	6300	Litre				
14	39133002	Servo RR 606 MG or equivalent	7770	Litre				
15	39139001	Servo Mesh SP 150 or equivalent	8850	Litre				
16	39132001	Servo Coat 120 or equivalent	364	KG				
17	39132004	Servo Coat 170 T or equivalent	1456	KG				
18	39138001	Servo Gem 2 or equivalent	3640	KG				
19	39138002	Servo Gem 3 or equivalent	364	KG				
20	39138004	Servo Gem EP 2 or equivalent	2730	KG				
21.	39138004	TRANSFORMER OIL New Insulating Oil (Pure and clean hydrocarbon and mineral oil) for transformer and switchgear conforming to IS: 335/1993 with latest amendments and up to date revision and with ISI certification Mark on non- returnable new steel drum/HDPE drum duly sealed.	9660	Litre				

Abbreviations: - KG- Kilogram

Make:- For BOQ Item Sl. No. 22 will be APAR/IOCL/POWERLINK/PETRONAS OR Equivalent Make

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Signature of Tenderer with Office Seal

## 9. 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:

**SUPPLY AND DELIVERY OF DIFFERENT TYPES OF LUBRICANTS, GREASE & TRANSFORMER OIL (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX ON ANNUAL RATE CONTRACT BASIS.**

**Tender No. : HDC/MM/OT-14/39/114**

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.

**10. 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)		

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

.....  
**Signature of Tenderer with Office Seal**

**11. 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	Servo Gear HP90 or equivalent				
2	Servo Gear HP140 or equivalent				
3	Servo Marine 1040 or equivalent				
4	Servo Mesh SP 220 or equivalent				
5	Servo System 32 or equivalent				
6	Servo System 46 or equivalent				
7	Servo System 68 or equivalent				
8	Servo System 320 or equivalent				
9	Servo System HLP 68 or equivalent				
10	Servo System HLP 100 or equivalent				
11	Servo Torque 10 or equivalent				
12	Servo Press 100 or equivalent				
13	Servo Pride TC 15W40 or equivalent				
14	Servo RR 606 MG or equivalent				
15	Servo Mesh SP 150 or equivalent				
16	Servo Coat 120 or equivalent				
17	Servo Coat 170 T or equivalent				
18	Servo Gem 2 or equivalent				
19	Servo Gem 3 or equivalent				
20	Servo Gem EP 2 or equivalent				
21	<b>TRANSFORMER OIL</b> New Insulating Oil (Pure and clean hydrocarbon and mineral oil) for transformer and switchgear conforming to IS:335/1993 with latest amendments and up to date revision and with ISI certification Mark on non- returnable new steel drum/HDPE drum duly sealed.				

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Signature of Tenderer with Office Seal

**12. ANNEXURE-IV**

**Bidder's Bank Details**

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

<b>A/c No.</b>	
<b>A/c holder Name:</b>	
<b>Bank Name &amp; Bank Address:</b>	
<b>Branch Name:</b>	
<b>IFSC:</b>	

.....  
**Signature of Tenderer with Office Seal**

### 13. ANNEXURE-V

#### PRICED BILL OF QUANTITIES [BIDDERS NOT TO QUOTE HERE]

Sl. No.	Description	Unit	Qty	Unit Rate On F.O.R. upto HDC's Store (Rs /unit)	Calculation of Evaluated Cost (Rs /unit)
1	Servo Gear HP90 or equivalent	630	Litre		
2	Servo Gear HP140 or equivalent	630	Litre		
3	Servo Marine 1040 or equivalent	4200	Litre		
4	Servo Mesh SP 220 or equivalent	1680	Litre		
5	Servo System 32 or equivalent	630	Litre		
6	Servo System 46 or equivalent	630	Litre		
7	Servo System 68 or equivalent	2100	Litre		
8	Servo System 320 or equivalent	2940	Litre		
9	Servo System HLP 68 or equivalent	1260	Litre		
10	Servo System HLP 100 or equivalent	210	Litre		
11	Servo Torque 10 or equivalent	840	Litre		
12	Servo Press 100 or equivalent	420	Litre		
13	Servo Pride TC 15W40 or equivalent	6300	Litre		
14	Servo RR 606 MG or equivalent	7770	Litre		
15	Servo Mesh SP 150 or equivalent	8850	Litre		
16	Servo Coat 120 or equivalent	364	KG		
17	Servo Coat 170 T or equivalent	1456	KG		
18	Servo Gem 2 or equivalent	3640	KG		
19	Servo Gem 3 or equivalent	364	KG		
20	Servo Gem EP 2 or equivalent	2730	KG		
21	TRANSFORMER OIL New Insulating Oil (Pure and clean hydrocarbon and mineral oil) for transformer and switchgear conforming to IS: 335/1993 with latest amendments and up to date revision and with ISI certification Mark on non- returnable new steel drum/HDPE drum duly sealed.	9660	Litre		

Note: - The Pack Size for BOQ Item Sl. Nos. 1 to 15 & 21 will be 210 LTR and for Item Sl. Nos. 16 to 20 will be 182 KG.

Abbreviations: -KG- Kilogram

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Signature of Tenderer with Office Seal



## 14. ANNEXURE-VI

### **Bid Security Declaration Format**

Tender No. **HDC/MM/OT-14/39/114**

To,  
**General  
Manager  
(Engg.) Haldia  
Dock Complex;  
Syama Prasad Mookerjee Port, Kolkata**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

**I/We accept that I/We may be disqualified from bidding for any tender with you for a period of three years from the date of notification if I am**

**/We are in a breach of any obligation under the bid conditions,** because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) fail or refuse to execute the contract, if required, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

Signed: (insert signature of person whose name and capacity are shown)

Name: (insert complete name of person signing the Bid Securing Declaration) Dated on \_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal:

## 15. ANNEXURE-VII

### CHECKLIST

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

<b>SI No.</b>	<b>DOCUMENTS TO BE UPLOADED (IF APPLICABLE)</b>	<b>YES /NO/NA (as the case may be)</b>
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 Trade license or Trade certificate of enlistment or certificate of incorporation or certificate of registration or certificate of proof nationality of any country.	:
8.	Valid NSIC certificate and DIC certificate	:
9.	Audited balance sheet and profit and loss accounts for the last three financial years.	:
10.	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	:
11.	Technical Literature / Product Catalogue .	:
12.	Any Other Document(s) Deemed Necessary as per Tender.	:

.....  
**Signature of Tenderer with Office Seal**