

TENDER NOTICE FOR WEB-SITE ADVERTISEMENT

OFFICE OF THE MANAGER (MM)
2ND FLOOR JAWAHAR TOWER,
KOLKATA PORT TRUST, HALDIA DOCK COMPLEX,
P.O-HALDIA TOWNSHIP, DIST-MIDNAPORE (EAST),
PIN-721607, W.B., INDIA

TENDER NO. HDC/MM/ OT-35/29/63

WORK TITLE

Sealed tenders in 'TWO PART BID' SYSTEM (Part-I: Earnest Money & Techno-commercial Bid and Part-II: Price Bid) in prescribed format are invited from contractors / suppliers for Hydraulic testing, refilling & painting of CO₂ Cartridges & Cylinders (as elaborated in the Bill Of Quantities) of Fire Unit under Haldia Dock Complex on Biennial Rate Contract basis.

SCOPE OF WORK

Hydraulic testing, refilling & painting of CO₂ Cartridge & Cylinders (as elaborated in the Bill Of Quantities) of Haldia Dock Complex.

PRE-QUALIFICATION CRITERIA OF BIDDERS

Following documents for meeting the pre-qualification criteria should be submitted with offer otherwise their offer would be liable for rejection: -

1.	CREDENTIAL CRITERIA :- The prospective bidder(s) will be required to submit credential for similar jobs executed in private / Govt. organizations / PSU amounting to total cumulative ordered value of minimum Rs. 1.12 lakhs in last 5 years (i.e. for the period 1.06.11 to 31.05.16), which should be substantiated by producing relevant purchase order copies alongwith any one or more of the following documents – Certificate of execution / Goods Receipt Note / Excise Invoice / Tax Invoice / Consignment Note / Receipted challan copy / Inspection Report / Payment receipted documents or any other documents substantiating the proof of supply of materials to the satisfaction of the tender issuing authority. The bidder should also submit the following statement in support of their above credential. <table><tr><th>Sl. No.</th><th>Purchase Order no. & date</th><th>Receipted challan copy / Certificate of execution / Tax Invoice etc. as required by the tender authority</th><th>Item description</th><th>Order value</th></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>				Sl. No.	Purchase Order no. & date	Receipted challan copy / Certificate of execution / Tax Invoice etc. as required by the tender authority	Item description	Order value					
Sl. No.	Purchase Order no. & date	Receipted challan copy / Certificate of execution / Tax Invoice etc. as required by the tender authority	Item description	Order value										
2.	Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN).													
3.	Copy of Valid Professional Tax Payment Challan, if applicable.													
4.	Copy of the registration certificate with Central Excise Authority, if applicable.													

TENDER AUTHORITY

The Manager (Materials Management), Haldia Dock Complex
Jawahar Tower (2nd Floor)
P.O. Haldia Township Dist. Purba Midnapur : 721607
Ph: 03224-264496/264774, Fax No: 03224-263255
E – Mail id: psbrahma.hdc@nic.in

LAST DATE & TIME OF SUBMISSION OF THE TENDER	17.08.2016 upto 3.00 PM.	DATE OF OPENING PART-I	17.08.2016 at 3.30 PM.
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TENDER NOTICE FOR WEB-SITE ADVERTISEMENT CONTINUED.....

COLLECTION OF TENDER DOCUMENT

Tender papers for the Tender (Non-transferable) will be available from the Office of the Manager (Materials Management Division), Jawahar Tower, 2nd Floor, P.O. Haldia Township, Dist. Midnapore, West Bengal, PIN: 721607 or may be downloaded from this Web Pages [CLICK HERE >>>>](#)

Tender document may be collected in person or by post on request with the undertaking that they meet the above stated Pre-Qualification Criteria.

COST OF TENDER DOCUMENT

BY HAND:-

By Hand, the Cost of Tender Papers:- Rs.200=00 (in cash) per set (non-refundable).

BY DOWNLOADING FROM OUR WEB SITE: -

Bidder downloading the tender document should submit the tender cost of Rs.200=00 separately by Demand Draft along with their offer otherwise their offer will be summarily rejected.

LAST DATE FOR COLLECTION OF BID DOCUMENTS IN PERSON	17.08.2016 up-to 1-00 p.m.
<u>EARNEST MONEY DEPOSIT</u>	Rs 1,000=00 (Rupees one thousand only)
<u>TIME OF COMPLETION</u>	Mentioned in the tender document.

OTHER INSTRUCTIONS

1.	Tender paper will be issued on any working days of HDC from 10.00 A.M. to 1.00 P.M. up to 17.08.2016.
2.	Sealed Tender may be submitted either by Post or by the tenderer himself within the specified date and time of submission after which no tender shall be accepted.
3.	HDC will not be responsible in any way for postal delay. HDC/KoPT reserves the rights to reject all tenders or to accept any tender in whole or part without assigning any reason thereof.
4.	Mere issue 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.
5.	In case there is an unscheduled HOLIDAY / BANDH / STRIKE on the prescribed last date of issue, submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same.
6.	<u>Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and acceptable shall be opened on time and date to be intimated later separately.</u>
7.	The trustees reserve the right to reject or to accept the tender in whole or in part without assigning any reason whatsoever thereof.
8.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
9.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
10.	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 23.03.2012.
11.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
12.	Due date of submission of tender will not be extended under any situation.

TENDER PAPER DOWNLOAD FOLLOWS FROM NEXT PAGE>>

TENDER PAPER FOR DOWNLOAD

FORM - A

**DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT
TO BE SUBMITTED ALONGWITH THE TEHNO-COMMERCIAL BID – PART-I
(ENVELOPE-I)**

Manager (MM),
Haldia Dock Complex.

Tender No.

HDC/MM/ OT-35/29/63

Name of work/Item Description:

Tender for Testing, refilling & painting of CO₂ Cartridge & Cylinders (as elaborated in the Bill Of Quantities) of Fire Unit under Haldia Dock Complex on Biennial Rate Contract basis.

Name of the Company:

Address:

Contact Person Name:

Phone:

Fax:

E-Mail Address:

Have you studied the Pre-Qualification requirement of the selected tender?

Yes / No

Is the company having valid VAT Registration Certificate or CST Registration Certificates (TIN)

Yes / No

Is the company having valid PTPC (Professional Tax Payment Challan)?

Yes / No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT?

Yes / No

Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.

Yes / No

Do you confirm that the hard copy of tender being submitted is identical to the one downloaded from our web site? In case the same is found altered / modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tender.

Yes / No

I / We agree to submit the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit this Pre-qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC our tender shall be rejected by HDC without any correspondence in this regard.

Note: Strike out which is not applicable.

Date: _____

Signature of the Bidder with Office Seal

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the M.M. Division,
Jawahar Tower, 2nd Floor,
P. O. Haldia Township,
Dist. Purba Midnapore

To,

SUB : Tender for Hydraulic testing, refilling & painting of CO₂ Cartridge & Cylinders of Fire Unit under Haldia Dock Complex on Biennial Rate Contract basis.

Ref : **Tender No. HDC/MM/OT-35/29/63**

Dear Sirs,

Sealed Offers are invited on behalf of Haldia Dock Complex; KOLKATA PORT TRUST for the subject supply and delivery work at Haldia in accordance with the Trustees' sanctioned General Conditions of Contract (1993), attached Terms and Conditions of Tender, particular Specifications and detailed Bill of Quantities. Trustees' sanctioned General Conditions of Contract (1993) are the integral part of the tender document and same will be applicable for this tender. The above-mentioned General Conditions of Contract may be seen at our web-site(www.haldiadock.gov.in) before quoting for the Tender. Salient points and brief guidelines are given in the following paragraphs:-

TIME OF COMPLETION	:	As mentioned in Terms and Conditions of Tender.
LAST DATE & TIME FOR ISSUE BY HAND OF TENDER DOCUMENT	:	1-00 P.M. on 17.08.2016
LAST DATE & TIME FOR RECEIPT OF BID	:	3-00 P.M. on 17.08.2016
DATE & TIME FOR OPENING OF BIDS	:	3-30 P.M. on the same day (i.e. 17.08.2016) in the presence of the attending representatives of the Bidder(s).
DOWNLOADING OF TENDER DOCUMENT :		
The bidder may DOWNLOAD the tender document from our website www.kolkataporttrust.gov.in & www.eprocurement.gov.in		
The tender cost of Rs. 200.00 (Rupees two hundred only) (non-refundable) should be submitted separately by Demand Draft / Bankers Cheque of any Scheduled bank of India, drawn in favour of KOLKATA PORT TRUST, HALDIA DOCK COMPLEX and payable at Haldia along with their offer in Envelope – 1.		
NOTE : NO TENDER WILL BE ISSUED BY POST.		

1.0 EARNEST MONEY :

- 1.1 Earnest Money of Rs.1000/- (Rupees one thousand only) shall have to be deposited by Demand Draft of any Nationalised Bank/ Scheduled Bank of India drawn in favour of Kolkata Port Trust payable at Haldia.
- 1.2 Banker's Cheque/ Demand Draft shall be submitted in a separate sealed envelope marked "EARNEST MONEY" and superscribed with the title of the work, Tender no., Bidder's identity, etc.
- 1.3 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
- 1.4 Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme).

2.0 Tender cost and declaration by bidder for participation with downloaded tender document :

- 2.1 Bidders other than Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) downloading the tender document should submit the tender cost of Rs. 200.00 separately by D.D.(as per Clause 1.2 above) / by cash to be deposited at the cash office of HDC and declaration as given in the FORM – A, along with their offer otherwise their offer will be summarily rejected.

3.0 **MODE OF SUBMISSION OF BID :**

- 3.1 The Bid shall be submitted in **three separate sealed envelopes** . Bidders are requested to strictly adhere to the guide lines while preparing and submitting their bids. Flaws such as improper marking of envelopes, non-inclusion of required documents and enclosing documents in the wrong envelopes may lead to rejection of the Bid.

- 3.2 The three sealed envelopes shall be filled in and marked in accordance with the instructions.

3.3 **ABOUT ENVELOPE :**

[Envelope-1 and Envelope-2 together constitutes Part-I of the Bid. Envelope-3 is Part-II of the Bid]

- 3.4 ENVELOPE-1 : Earnest Money + Cost of the Tender Paper + Declaration in FORM – A.

A) Contents :

- i) Earnest Money in form of Banker's Cheque / Demand Draft

OR

Documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme).

- ii) Cost of the Tender Paper in Demand Draft/ Banker's Cheque

OR

Money receipt issued by cash office of Treasurer of HDC.

- iii) Declaration in FORM – A

B) Marking :

- i) Mark "EARNEST MONEY etc.", the name of the work and the bid number in Block Capital Letters at the top of the envelope.
- ii) Write the Full Name, the Postal Address and the Telephone/ Fax /E-mail id of the bidder at the bottom left portion of the corresponding envelope.

3.5 ENVELOPE-2 : Technical and Commercial Offer without price quotation.

A) Contents :

- i) One copy of the tender document marked 'ORIGINAL' complete in all respect, with the Bidder's Signature and Official Seal on every page.
- ii) Unequivocal acceptance of the terms and conditions stipulated by Haldia Dock Complex in the tender documents.
- iii) 'Declaration of the Bidder' complete in all respect , FORM-B including the section on "BANNED AND DELISTED CONTRACTORS" with the Bidder's Signature and Seal affixed. Duly filled in Pro-forma of Bill of Quantities for tech-commercial bid, duly signed and stamped. [**Prices are NOT to be filled in this Part**].
- iv) All Documents / Certificates required as per relevant Tender stipulations.
- v) Any additional documents containing Technical / Commercial Information etc. that the Bidder may wish to furnish.
- vi) Un-priced copy of Bill Of Quantities (ANNEXURE-A)
- vii) ANNEXURE-B

B) Marking :

Mark "**TECHNO-COMMERCIAL BID**", the name of the work and the bid number in block capital letters on the top. Write the full name, the postal address and the Telephone/ Fax / E-mail id of the Bidder on the lower left portion of the envelope.

3.6 ENVELOPE-3 : Priced Bill of Quantities [Part-II Bid]

A) Contents :

Bill of Quantities for price bid (ANNEXURE-C), duly filled in, signed and stamped. Bidders must not state any terms and conditions in this part. If Bidders consider inclusion any such condition to be essential, the conditions may be stated in Part-I of the Bid, but must be restricted to that part alone.

B) Marking :

- i) Mark "**PRICE BID**", the name of the work and the bid number in block capital letters on the top.
- ii) Write the full name, the postal address and the Telephone/ Fax/e-mail id of the bidder at the bottom left portion of the envelope.

4.0 OPENING OF BIDS :

- 4.1 Techno- Commercial Bids (Part-I) will be opened on the date and time mentioned earlier, at the office of the undersigned. Any Bidder who wishes to be present at the time of opening may do so. Of the two envelopes submitted by the Bidders in Part-I, the Earnest Money envelope will be opened first. The Techno-Commercial Bid will not be opened if it is found that the

- i) Requisite Earnest Money and cost of tender paper have not been submitted in the right form

OR

copy of Registration Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) has not been submitted.

- 4.2 Price Bids of only those eligible bidders whose Part-I Bids are complete and in order shall be opened in presence of Bidders or their authorized representatives on time and date to be intimated later separately.
- 4.3 Ko. P. T. reserves the right to reject any or all bids and also to accept any tender in part or, full without assigning any reason thereof.
- 4.4 Bids received after the stipulated date and time due to any reason whatsoever will not be considered. Ko. P. T. will not be responsible for the loss of the Bid Document or, for the delay in postal transit.
- 4.5 In case there is an unscheduled Holiday / Bundh / Strike on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same. In this regard, decision of the undersigned will be final.

Thanking you,

Yours faithfully,

Manager (MM)
Haldia Dock Complex

C.C. The General Manager (Finance), HDC, [Attn: Sri Y.Manna, Deputy Manager, (Fin)] - for information with a request to depute your representative on aforesaid date and time.

TERMS AND CONDITIONS OF THE TENDER (PART – I)

1.0 GENERAL :

- 1.1 The Terms and Conditions of the tender must be read in conjunction with the General Condition of Contract (1993), Bill of Quantities and other documents forming part of this Contract.
- 1.2 The Contract will include Ko.P.T.'s Tender Document together with the General Conditions of Contract and the bidder's offer as finally accepted by Ko.P.T. together with Addenda, if there be any. Trustees' sanctioned General Conditions of Contract (1993) are the integral part of the tender document and same will be applicable for this tender. The above-mentioned General Conditions of Contract may be seen at our web-site (www.haldiadock.gov.in) before quoting for the Tender.
- 1.3 If Bidders find discrepancies or omissions or have any doubt as the meaning or intent of any part of the Tender document, they should write to the Manager (MM), who will send a written explanation to all Bidders.
- 1.4 The several documents forming the contract shall be taken as mutually explanatory to one another, and, in the case of discrepancies, the Bill of Quantities shall prevail over the Terms and Conditions, and the Terms and Conditions, over the General Conditions of Contract. In case of any dispute, question or difference, either during the execution of the Contract or at any other time, regarding any matter connected to or arising out of this Contract, the decision of the Manager (MM) pertaining to the issue of contention shall be final and binding upon all parties.
- 1.5 If the bidders find discrepancies or omission or have any doubt as to the meaning or intent of any part thereof, they shall write to Manager (MM) who will send a written explanation to all bidders.
- 1.6 The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any.
- 1.7 The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidder.
- 1.8 In the event of tender being submitted by a firm, it must be signed separately by each Member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of authorizing him to do so.
- 1.9 The Tender may be liable for rejection due to non-acceptance of any of the Terms and Conditions.

2.0 SCOPE OF WORK :-

The successful bidder would have to collect the empty CO₂ cylinders & cartridges from the Fire Unit, HDC at 1st Oil Jetty against the part order to be raised by HDC on regular basis, throughout the contract period. The fire extinguishers (as elaborated at Annexure-A, enclosed) would be returned thereafter by the party to HDC's Fire Unit after satisfactory completion of the following stages of activities.

- 2.1 Hydraulic test of empty Cylinders.
- 2.2 CO₂ Gas filling and
- 2.3 Replacement (if required) of damaged valves with ISI marked (IS : 3224) new valves. If so, defective valves would be required to be returned to Fire Unit, HDC after completion of the work.

Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF THE TENDER (PART – I)

- 2.4 Painting and labeling of CO₂ cylinders after refilling.
- 2.5 Bidders may visit the premises of HDC's Fire Unit to get an idea regarding the condition of empty cylinders / cartridges prior to submission of their quotation. The successful bidder would arrange refilling of CO₂ gas and replacement of damaged valves (if required) subject to satisfactory Hydraulic test, which would be executed by the party initially.
- 3.0 **PERIOD OF CONTRACT : -**
- 3.1 The rate contract is for a period of two years from the date of receipt of contract letter and shall be valid for all requirements to be placed by HDC within this period.
- 3.2 Period of contract may also be extended for a period of three months as per the discretion of Manager (MM) and contract shall be valid for all requirements to be placed by HDC within this period.
- 4.0 **QUANTITY :-**
- The quantities mentioned are only indicative without any commitment and are subject to change as per our actual requirement. Delivery will be required to be effected to Haldia Dock Complex as per HDC's time-to-time requisition to be placed on the successful bidder, based on our specific requirement throughout the period of rate contract.
- 5.0 **NON-RESPONSIVE BIDDER :**
- An offer shall be considered non-responsive for the following reasons:
- 5.1 Received after the date and time specified in tender document.
- 5.2 Not accompanied by requisite earnest money Or document to substantiate Exemption of earnest money deposit, as required.
- 5.3 Not satisfying the pre-qualification criteria as described in the tender document.
- 5.4 Bidders have to denote their agreeability regarding execution all types of the jobs as described in the tender document other wise their offer will be rejected.
- 6.0 **PRICING OF BID :-**
- 6.1 The rate quoted must remain firm for the entire period of the contract. No Price Escalation is admissible other than statutory increase in Taxes, Duties etc. In case statutory taxes, duties etc decrease, the prices should be correspondingly decreased.
- 6.2 Rate should be quoted F.O.R. Trustees' Store at the premises of Haldia Dock complex, Haldia i.e. on free delivery basis. The quoted prices must include all charges, such as Excise Duty, Sales Tax / VAT/Service tax etc. as applicable, overheads, profit, charges for packing, loading, forwarding, transportation, unloading and stacking at the Stores at Haldia etc.
- 6.3 Please note that Ko.P.T. does not provide any Concessional Sales Tax Form.
- 6.4 The successful bidder(s) would be required to submit 'INDEMNITY BOND' in the Trustees' specified Proforma within 3 weeks after award of contract (enclosed Proforma for INDEMNITY BOND as Annexure-B).
- 6.5 **GATE PASS :-** The necessary 'Gate Passes' will be issued for entering into the office of HDC's Fire Station at 1st Oil Jetty at free of cost on request after observing necessary formalities.
- 7.0 **EVALUATION CRITERIA :**
- 7.1 The price bid of the tender will be evaluated on over all lowest offer basis, subject to the fulfilment of necessary conditions. Offer should be quoted on % above / below / at par on the estimated amount of the tender.

Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF THE TENDER (PART – I)

- 7.2 During the detailed scrutiny of tender any discrepancy or error found between the % quoted by the bidders in figures and in words or in the amount worked out by him in the "Bill of Quantities" shall be corrected by tendering authority. In such cases the following methods shall be adopted for arriving at the final figures :
- 7.2.1 When there is a difference between the % quoted in figure and in words, the % which complies with the TOTAL AMOUNT worked out by the bidder shall be taken as correct.
- 7.2.2 When the TOTAL AMOUNT of the tender is not worked out by the bidder or it does not correspond with the % written either in figures or in words then the % quoted by the bidder in words shall be taken as correct and the value of the TOTAL AMOUNT shall be worked out accordingly.
- 7.2.3 When the % quoted by the bidder in figures and in words matches but the TOTAL AMOUNT is not worked out correctly, the % quoted by the bidder shall be taken as correct and the amount shall be worked out accordingly.
- 7.2.4 When bidder has not quoted % in figures or in words nor he has worked out the corresponding TOTAL AMOUNT, the tender shall be treated as "incomplete tender" and shall be liable for rejection.
- 7.2.5 When bidder has quoted % in figures and in words but has not specified if the said % is above or below and nor has he worked out the TOTAL AMOUNT, the tender shall be treated as "incomplete tender" and shall be liable for rejection.
- 7.3 Provided that the bidder submits his offer following tender stipulations & specifications, generally the lowest offer received will be considered by the Trustees for award of contract.
- 7.4 It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve to accept a Tender in full or in part and / or reject a Tender without assigning any reason.
- 7.5 However, the Trustees do not bind themselves to accept the lowest or any tender or assign any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 7.6 Tender terms and conditions shall also remain unaltered, irrespective of whether Order is placed on part or on the whole. No plea for subsequent withdrawal or amendment will be entertained.
- 7.7 The Trustees may, at their discretion, may allot the whole work to a single contractor or distribute it amongst a number of Contractors.
- 8.0 **TRANSIT RISK :-**
Transit risk will be on Tenderer's account since the delivery is F.O.R. Destination.
- 9.0 **DELIVERY PERIOD :-**
The empty cylinders / cartridges would have to be collected from HDC's Fire Unit at 1st Oil Jetty, Haldia immediately on receipt of each part order and the delivery of the materials would have to be made by the supplier at their own cost, risk and responsibility within 45 days from the date of receipt of each part order.

Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF TENDER **(PART – I)**

10.0 PAYMENT :-

- 10.1 Payment shall be made within 30 days after acceptance of materials (after completion of testing procedure as elaborated in clause 12.2) at the office of Fire Unit, HDC, against each part order. Bills in triplicate to be submitted to Manager (MM) along with the original receipted Challan duly signed and stamped by HDC's representative at the point of delivery.
- 10.2 Payment would be made according to the 'schedule of rates' as quoted by the successful bidder. If any of the element of work is not required to be done by the party, the cost of that element would not be payable.
- 10.3 Payment will be made through the banker of successful bidder. So, bidders are requested to mention the bank account details.

11.0 VALIDITY :-

The Tender shall remain open for acceptance for a period of 120 days from the date of opening of the same. If, before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and/or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/Sanctioning Authority.

12.0 INSPECTION :-

- 12.1. Inspection may be carried out by HDC's authorized representative at party's works / site if it is considered necessary by the Officer of Fire Unit.
- 12.2. As per IS : 4947, the cartridge shall be subjected to the leakage test and for this the cartridge shall be shelved for 21 days after filling and shall be checked and weighted at the end of this period. There shall be no loss in weight.
- 12.3 The materials would be accepted finally after satisfactory performance test at Oil Jetty Fire Station, Haldia Dock Complex. The materials supplied by the supplier should strictly conform to the laid down specification of tender/order. If required, samples from the supplies may be drawn for testing at Trustees own arrangement or by Govt. Test House at HDC's discretion and if found to be inferior to the laid down specifications 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 successful bidder at his own cost.
- 12.4 The successful tenderer would require necessary facilities for carrying out all tests.

13.0 GURANTEE PERIOD :-

The equipment / appliances/goods with all accessories and attachments will have to be guaranteed for 6 (six) months from the date of supply & acceptance. If any defects whatsoever develops within this period, the same should be rectified / replaced by the supplier at their own cost and arrangement.

14.0 SECURITY DEPOSIT :-

- 14.1 Unsuccessful Bidders will be informed about release of Earnest Money after processing of the Tender has been completed. The Earnest Money received will be refunded to the unsuccessful Bidder without any interest. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit.
- 14.2 The successful bidder shall have to deposit Rs. 20,000.00 (Rupees twenty thousand only) within fortnight of the date of acceptance of tender, failing which the Trustee's reserve the right to cancel the acceptance and forfeit the Earnest Money.

Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF TENDER (PART – I)

14.3 The Security Deposit shall be refunded without interest after successful completion of the contract i.e. for a period of two years from the date of first supply and acceptance of materials and thereafter completion of guarantee period. If three months extension of contract period after completion of two years is applied. The period of Security Deposit refund will be extended and applicable accordingly.

14.4 The Security Deposit will have to be deposited by Demand Draft of any Nationalized / schedule Bank of India drawn in favour of 'KOLKATA PORT TRUST', payable at Haldia by the successful tenderer. The supplier may offer Bank Guarantee in Trustee's specified Proforma from any Nationalised bank of India having Branch at KOLKATA. If the contractor fails to execute the contract within the stipulated delivery period without sufficient reasons acceptable to the Trustees', the Security Deposit may be forfeited and the order may be cancelled.

15.0 CERTIFICATE :-

15.1 Successful bidder would be required to submit the hydraulic test certificate for Cylinder which should be issued by Gas manufacturing and Filling Company, approved by Chief controller of Explosive, Govt of India.

In case of Cartridge, hydraulic test certificate would not be required.

15.2 Successful bidder would be required to submit the CO₂ Gas Purity test Certificate for Cylinder which should be issued by Gas manufacturing and Filling Company, approved by Chief controller of Explosive, Govt of India.

In case of Cartridge, CO₂ Gas Purity test Certificate should be issued by Gas manufacturing and Filling Company, approved by Chief controller of Explosive, Govt of India or BIS approved cartridge manufacturer/cartridge refill.

15.3 Successful bidder would be required to submit the copy of valid BIS licence for IS: 3224 of cylinder valves from the valve manufacture, in case of replacement of valve.

16.0 PACKING OF MATERIALS :-

The supplier shall be responsible for proper packing and delivery of stores. All the stores shall be protected suitably to avoid damage and / or loss in transit and corrosion. All charges, related to packing are to be borne by the supplier.

17.0 WORKMAN COMPENSATION :-

17.1 The successful bidder 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 personnel injuries act for protection against any injury/accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

18.0 FAILURE TO SUPPLY :-

18.1 If the deliveries of Fire extinguishers are not made within the stipulated time, the order may be cancelled without notice. Two consecutive failures to supply within time may entail removal of Tenderer's name from the approved list of supplier.

18.2 In case of default in the supply or failure to supply as per specification within the time stipulated. Trustees' are entitled to execute the work from any other source at the risk, cost and expenses of supplier of the whole or any portion of the supply remaining undelivered or unapproved without any notice or reference to the supplier.

Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF TENDER (PART – I)

18.3 If the Contractor fails to execute the supply within the stipulated delivery period or such extension thereof as may be allowed by the Manager (MM) the Contractor shall be required to pay as compensation (Liquidated Damage) to the Trustee's and not as a penalty @ ½ % of delayed portion of relevant part order for every week the supply remains unfinished provided always the entire amount of compensation to be paid under the provision of this Clause, shall not exceed 10% of the value of the part order. The Trustee's may without prejudice to any other method of recovery deduct the amount of such damage from any money which is due to / which may become due to the contractor. The payment of deduction of such damages shall not relieve the contractor from his obligations to complete the supply of materials or from any other obligations or liability under the Contract.

19.0 FORCE MAJEURE CLAUSE :-

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, war, Revolt, Riot, fire, floods, sabotage and Hurricane/ cyclone, Strike excluding that of Contractors/ suppliers or sub-Contractors' employees. Upon the 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) of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

20.0 JURISDICTION OF COURT : -

The Contract shall be governed by all relevant Indian acts applicable only within the jurisdiction of the High Court at Calcutta.

21.0 RISK PURCHASE : -

In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated, Trustees are entitled to purchase the Items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved. Extra cost for risk purchase will be borne by the supplier (successful tenderer).

22.0 BANNED OR DE- LISTED CONTRACTORS :-

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

In case of incorrect / false declaration or suppression of fact the offer will be liable for rejection.

Signature of the Tenderer with Office Seal_____

FORM – B

TERMS AND CONDITIONS OF TENDER

(PART – I)

DECLARATION OF THE BIDDER

(Tender No. HDC/MM/ OT-35/29/63)

The MANAGER (MM),
HALDIA DOCK COMPLEX

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 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 deposited the requisite Tender Cost & Earnest Money as per tender condition.

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

I/We hereby confirm that I/We have unconditionally accepted the Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender document by signing under my/our office seal as a token of acceptance.

I/We hereby confirm that I/We shall have no objection if my/our price bid is not considered for opening in case my / our ENVELOPE – 1 & ENVELOPE – 2 are incomplete and are not in order.

In case I/We have downloaded the tender from the website I/We confirm that the hard copy of tender being submitted is Identical to the one downloaded from our web-site. In case the same is found altered / modified in any way, my/our offer shall be rejected forthwith and I/ we may be barred from participating in future tenders.

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

- (a) I / We hereby declare that I / We have not been banned or, de-listed by any Government or Quasi-Government Agency or Public Sector Unit.
- (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.

Date :

Signature of the Tenderer with Office Seal

Telephone No(s):

Full Name :

Fax No.:

Address:

Mobile No.:

Bank Account No:

Bank Name :

Branch of the Bank:

(TO BE SUBMITTED ALONG WITH ENVELOPE - 2)

ANNEXURE-A

(PART – I)

UN PRICE BID BILL OF QUANTITIES

(Tender No. HDC/MM/ OT-35/29/63)

IMPORTANT: a) This Unpriced Bill of Quantities must be submitted with the Techno-Commercial Bid. b) Do not mention any rates or amounts in this part.

Sl. No.	Description of cylinder / cartridge	Quantity of empty cylinder / cartridge	No. of refilling during the period of contract	Description of Job			Bidder's agreeability to do all the works as mentioned here
				Hydraulic testing of cylinder / cartridge	CO2 Gas refilling	Cylinder painting, labeling	
1.	Empty CO ₂ cartridge of capacity 60 grms.	30	4	Not required	Required	Not required	
2.	Empty CO ₂ cartridge of capacity 90 grms.	30	4	Not required	Required	Not required	
3.	Empty CO ₂ cartridge of capacity 120 grms.	35	4	Not required	Required	Not required	
4.	Empty CO ₂ cartridge of capacity 180 grms.	25	4	Not required	Required	Not required	
5.	Empty CO ₂ cartridge of capacity 200 grms.	30	4	Not required	Required	Not required	
6.	Empty CO ₂ cartridge of capacity 300 grms.	04	4	Not required	Required	Not required	
7.	Empty CO ₂ Cylinders of capacity 2 kgs.	30	4	Required	Required	Required	
8.	Empty CO ₂ Cylinders of capacity 4.5 kgs.	10	4	Required	Required	Required	
9.	Empty CO ₂ Cylinders of capacity 6.8 kgs.	03	4	Required	Required	Required	
10.	Empty CO ₂ Cylinders of capacity 9 kgs.	01	4	Required	Required	Required	
11.	Empty CO ₂ Cylinders of capacity 22.5 kgs.	03	4	Required	Required	Required	

Signature of the Tenderer with Office Seal_____

(TO BE SUBMITTED ALONG WITH ENVELOPE - 2)

ANNEXURE-A

(PART – I)

UN PRICE BID BILL OF QUANTITIES

(Tender No. HDC/MM/ OT-35/29/63)

IMPORTANT: a) This Unpriced Bill of Quantities must be submitted with the Techno-Commercial Bid b) Do not mention any rates or amounts in this part.

Sl. No.	Replacement of damaged valves with ISI marked (IS:3224 with latest amendment and up-to-date revision) valves of the Cylinders having following Capacities :-	No. of valves	Offered brand / make
		(No.)	
12.	2 kgs.	9	
13.	4.5 kgs.	6	
14.	6.8 kgs.	4	
15.	9 kgs.	1	
16.	22.5 kgs.	2	
	Transportation	No. of trips	Mode of transport may be indicated by the bidder
		<u>Trip</u>	
17.	Transportation for collection / delivery (collection is one trip and delivery is another trip)	2 X 4	

Signature of the Tenderer with Office Seal

**(TO BE SUBMITTED IN THE SPECIFIED PROFORMA AS GIVEN BELOW
WITHIN 3 WEEKS BY SUCCESSFUL BIDDER AFTER PLACEMENT OF ORDER)**

(Tender No. HDC/MM/OT-35/29/63)

ANNEXURE-B

ON NON-JUDICIAL STAMP PAPER OF Rs. 50=00

INDEMNITY BOND

This DEED OF INDEMNITY BOND made on _____ by M/s. / Shri
_____ having their/his office at
_____ (hereinafter
called " the Contractor").

Whereas, the Manager, Materials Management Division, Kolkata Port Trust, Haldia Dock Complex, Haldia, District : East Midnapore, West Bengal (hereinafter called "the Purchaser") has placed an order bearing No. _____ dated _____ for the purpose of transportation including loading and unloading of various kinds of KoPT's (Kolkata Port Trust) materials from different places as stated in the said order on the terms and conditions mentioned in the said order and conditions of tender which have been mutually agreed upon by the parties hereto and :

Whereas, in the consideration of the said Contract the contractor has agreed to execute an Indemnity Bond for the safe custody on receipt of the KoPT's materials from the Purchaser or from his approved suppliers until the final delivery in good condition to the purchaser and taken delivery by the purchaser as hereinafter appearing.

Now this deed witnessed that in pursuance of the said agreement and in the premises, the contractor agrees to indemnify purchaser and at all the times to hold himself liable for all the damages / loss due to pilferage, fire, accident etc. or negligence on the part of the Contractor or his employees, against and representatives or from whatever cause with all losses, interest charges and expenses incurred by the said purchaser on account of KoPT's materials being transported by the Contractor and ;

It is in terms of the said Contract and this deed of indemnity that all materials being transported by the Contractor shall be the property of the purchaser. It is hereby agreed that the Contractor shall be liable for all injury, losses and damages that may be caused to the materials from whatever cause and further that the Contractor shall not part with or delivery possession of the said materials to any other party or person save in compliance with and in performance of and provision of Contract in respect of which this Indemnity Bond is executed, the Contractor having undertaken to transport safely and deliver the said materials to the purchaser in all respect in compliance with the terms of the Contract.

ANNEXURE-B

**(TO BE SUBMITTED IN THE SPECIFIED PROFORMA AS GIVEN BELOW
WITHIN 3 WEEKS BY SUCCESSFUL BIDDER AFTER PLACEMENT OF ORDER.**

This bond and trust hereby created shall remain valid and binding on the Contractor till such time as the above said order has been fully and finally executed and the Contractor has delivered the KoPT's materials complete thereon to the purchaser under the terms of contract.

For an on behalf of M/s. / Shri _____ under the common seal of the company.

Date :

Signature with Seal of the Contractor

Place :

Name of Contractor

W i t n e s s :

Signature in my presence and Identified by me.

D a t e : _____

P l a c e : _____

ANNEXURE-C
(PART – II)
(TO BE SUBMITTED ALONG WITH ENVELOPE - 3)

PRICE BID BILL OF QUANTITIES
(Tender No. HDC/MM/OT-35/29/63)

IMPORTANT: a) This Priced Bill of Quantities must be submitted in a separate sealed cover Mkd 'PRICED BID' (Envelope– 3).
b) Do not mention any terms & conditions in this part.

Sl. No.	Description of cylinder / cartridge	Quantity of empty cylinder / cartridge	No. of refilling during the period of contract	ESTIMATED COST OF		
				Hydraulic testing of cylinder / cartridge (in Rs.)	Refilling CO ₂ Gas (in Rs.)	Cylinder painting, labeling charges (in Rs.)
1.	Empty CO ₂ cartridge of capacity 60 grms.	30	4	----	60.81	----
2.	Empty CO ₂ cartridge of capacity 90 grms.	30	4	----	64.87	----
3.	Empty CO ₂ cartridge of capacity 120 grms.	35	4	----	64.87	----
4.	Empty CO ₂ cartridge of capacity 180 grms.	25	4	----	64.87	----
5.	Empty CO ₂ cartridge of capacity 200 grms.	30	4	----	64.87	----
6.	Empty CO ₂ cartridge of capacity 300 grms.	04	4	----	87.83	----
7.	Empty CO ₂ Cylinders of capacity 2 kgs.	30	4	166.41	202.72	66.47
8.	Empty CO ₂ Cylinders of capacity 4.5 kgs.	10	4	166.41	417.75	81.08
9.	Empty CO ₂ Cylinders of capacity 6.8 kgs.	03	4	166.41	675.78	87.84
10.	Empty CO ₂ Cylinders of capacity 9 kgs.	01	4	166.41	878.50	94.60
11.	Empty CO ₂ Cylinders of capacity 22.5 kgs.	03	4	187.21	1959.77	168.92

Signature of the Tenderer with Office Seal_____

ANNEXURE-C
(PART – II)

(TO BE SUBMITTED ALONG WITH ENVELOPE - 3)

PRICE BID BILL OF QUANTITIES

(Tender No. HDC/MM/OT-35/29/63)

IMPORTANT: a) This Priced Bill of Quantities must be submitted in a separate sealed cover Mkd. 'PRICED BID' (Envelope– 3).

b) Do not mention any terms & conditions in this part.

Sl. No.	Replacement of damaged valves with ISI marked (IS : 3224) valves of the Cylinders having following Capacities :-	No. of valves	<u>ESTIMATED COST OF</u>	
			Each valve (in Rs.)	
12.	2 kgs.	9	247.58	
13.	4.5 kgs.	6	247.58	
14.	6.8 kgs.	4	247.58	
15.	9 kgs.	1	247.58	
16.	22.5 kgs.	2	247.58	
	Transportation Cost per trip for collection / delivery (collection is one trip & delivery is another trip).	No. of trips	Rate per trip (in Rs.)	
17		2 X 4	2475.79	

ESTIMATED AMOUNT=1,87,481.00

Rate tendered by me / us is _____ % (_____) percent

ABOVE/ BELOW / AT PAR WITH the Estimated Amount (+/-) =

(Strike out which are not applicable)

TOTAL AMOUNT _____

(Rupees _____ only)

Signature of the Tenderer with Office Seal