#### KOLKATA PORT TRUST HALDIA DOCK COMPLEX

Office of the M. M. Division, Jawahar Tower, 2nd Floor, P.O.: - Haldia Township, Dist.: East Midnapore, PIN : 721607, West Bengal Ph. No. 264189/264496, FAX :03224-263255 E-mail id: pnghorai@kopt.in / psbrahma@kopt.in

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from rubber seal /sheet manufacturer or their authorized dealers/distributors/stockiest/suppliers for supply and delivery of various **Spare items of Radial Valve (Rubber)** (as per the Bill of Quantities) to Haldia Dock Complex, Haldia.

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

а.	TENDER NO.	HDC/MM/OT-06/47/15
b.	MODE OF TENDER	e-Procurement System
		(Online Part I - Techno-Commercial Bid and
		Part II - Price Bid through
		www.mstcecommerce.com of MSTC Ltd.
		The intending bidders are required to submit their
		offer electronically through e-tendering portal. No
		physical tender is acceptable by Haldia Dock
		Complex.
		· ·
C.	E-Tender No.	KoPT/Haldia Dock Complex/MM
	(System Generated)	Div/25/16-17/ET/222
d.	Date of NIT available to parties to	22/09/2016
	download	
e.	Pre-Bid Meeting starting date & Time	NA
f.	Pre –Bid Meeting closing date & Time	NA
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest
		Money of Rs. <b>1420.00</b> (Rupees one
		thousand four hundred and twenty only) to
		Haldia Dock Complex along with their offer
		otherwise their offer will be summarily
		rejected.
		The bidders are advised to deposit Earnest Money
		through ECS (RTGS/NEFT) in favour of Kolkata
		Port Trust, Haldia Dock Complex directly into the
		designated bank account. Details of the bank
		account is appended hereunder.
		a) Name of Bank & Branch: United Bank
		of India, Haldia Dock Complex Branch,
		b) Account No.: 1604050000310,
		c) IFS Code: UTBI0HDCF75.
		Concerned tenderers must ensure that
		the remitting bank positively enters
		their name and System Generated E -
		Tender no. in the Sender to Receiver
		column at the time of making payment
		of earnest money by RTGS/NEFT.
		or carriest money by KIGS/ NEI 1.

#### SCHEDULE OF TENDER (SOT) :

	ii)	Bid Document fee	Tenderers should deposit Earnest Money before filling and submission of bids.         Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :         a) Name of remitting vendor/contractor :         b) E- Tender No. : KoPT/Haldia Dock Complex/MM Div/25/16-17/ET/222         c) Amount remitted :         d) Remittance Bank Details:         e) U.T.R No. :         f) Date:         The intending bidders should submit the tender cost of Rs. 200.00 (Rupees Two hundred only) (non-refundable) as per the payment mode
			as mentioned above along with their offer otherwise their offer will be summarily rejected. Tenderers should deposit bid document fee before filling and submission of bids. Details of Tender Cost remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :
			<ul> <li>a) Name of remitting vendor/contractor :</li> <li>b) E- Tender No. : KoPT/Haldia Dock Complex/MM Div/25/16- 17/ET/222</li> <li>c) Amount remitted :</li> </ul>
			d) Remittance Bank Details: e) U.T.R No. :
			f) Pate:
	iii)	Transaction Fee	f) Date: Rs. 163.00 (Including Service Tax & other charges @15%). Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)
h.		t date of submission of EMD & Bid ument fee at HDC.	17/10/2016 upto 15:00 HRS
	fee	t date of submission of Transaction through RTGS/NEFT in favour of IC Limited,Kolkata.	Three working days before the last date of closing of online bidding for the e-tender <u>.</u>
i.	Date of Starting of e-Tender for submission of on line Techno- Commercial Bid and price Bid at <u>www.mstcecommerce.com/eprochome/</u>		22/09/2016 time 15:00 hours
j.	Date of closing of online e-tender for ' submission of Techno-Commercial Bid & Price Bid.		17/10/2016 time 15.00 hours
k.	Date Tec Bid:	e & time of opening of Part-I (i.e. hno-Commercial Bid) Part-II Price Date of opening of Part II i.e. price shall be informed separately	17/10/2016 time 15.30 hours
			Contd nev

### List of Annexure :

Important Instruction	ers	:	Annexure –I	
Commercial Terms	& Conditio	ons	:	Annexure -II
Bill Of Quantities (L	Jn-Priced I	Bid)	:	Annexure - III
Pre-Qualification Tenderers	Criteria	of	:	Annexure-IV
Declaration of Tenderer				Annexure-V
Bidder's Information			:	Annexure-VI
Details of statutory levies			:	Annexure-VII
Price Bid format				Annexure-VIII

#### Important instructions for E-procurement

This is an e-procurement event of HALDIA DOCK COMPLEX. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

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

<ul> <li>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should posses Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</li> <li>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/</li> <li>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement →Psu / Govt depts→Register as Vendor Filling up details and creating own user id and password → Submit.</li> <li>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</li> <li>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</li> <li>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the etender).</li> <li>Contact person (Haldia Dock Complex): <ol> <li>R. R. Khan</li> <li>R. R. Khan</li> <li>Windows 9874879658</li> <li>Mb. No.9874879658</li> <li>Mb. No.9874879658</li> </ol> </li> <li>Contact person (MSTC Ltd): <ol> <li>Mr. Arindam Bhattacharjee</li> <li>Mr. Sabyasachi Mukherjee</li> <li>Deputy. Manager (E-commerce)</li> <li>MSTC Ltd.</li> <li>Mobile-07278030407</li> <li>Email-arindam@mstcindia.co.in</li> </ol> </li> <li>B) System Requirement: <ol> <li>Windows 98 / XP-SP3 &amp; above/Windows 7 Operating System / Windows 8</li> <li>E-7 and above Internet browser.</li> <li>Signing type digital signature</li> <li>Windows 98 / XP-SP3 &amp; above/Windows 7 Operating System / Windows 8</li> <li>E-7 and above Inte</li></ol></li></ul>	1. Process of E-tender :			
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iii) Signing type digital signature				
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		to be downloaded and installed in the system.		
To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet				
Options→ custom level				

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2.	(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
	(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-
	Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be
	intimated date of opening of Part II Price bid, through valid email confirmed by them.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any
0.	ambiguity.
4.	Special Note towards Transaction fee: Payment of Transaction fee by RTGS in favour of MSTC
	Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed
	below
	Bank Details : Axis Bank ,Shakespeare Sarani Branch
	Account Details : Axis Bank A/c.No.005010200057840
	IFSC Code No. : UTIB0000005.
	"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link
	under "My Menu" in the vendor login. The vendors have to select the particular tender in which
	they want to participate against the transaction fee by clicking on the tick box at the right and then
	Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the
	vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction,
	and the Remitting Bank in the given fields and then click on the "Confirm" Button".
	NOTE : The bidders should submit the transaction fee well in advance before the last date of
	submission of tender as they will be activated for bid submission only after receipt of transaction
	fee by MSTC.
	Contact Details :
	Fax No. : 033- 22831002
	Email ids: <u>sanjibpoddar@mstcindia.co.in</u> , <u>arindam@mstcindia.co.in</u> , <u>rpradhan@mstcindia.co.in</u> ,
	smukherjee@mstcindia.co.in
	Bidders may please note that the transaction fee should be deposited by debiting the account of
	the bidder only; transaction fee deposited from or by debiting any other party's account will not be
	accepted. Transaction fee is nonrefundable.
	In case of failure to access the payment towards Transaction fee for any reason, the vendor, in
5.	term, will not have the access to online e-tender. In case of failure to access the payment towards cost of tender document & EMD for any reason,
J.	the vender, in term, will not have the access to on line e-tender and no correspondence in this
	respect will be entertained and HDC will not be responsible for any such lapses on this account.
	Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) in
	favour of Kolkata Port Trust, Haldia Dock Complex well in advance and verify completion of
	transaction in respect of tender fee and EMD.
	Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in
	document library. Multiple documents can be uploaded. Maximum size of single document for
	upload is 5 MB.
	Once documents are uploaded in the library, vendors can attach documents through Attach
	Document link against the particular tender. For further assistance please follow instructions of
	vendor guide.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till
	finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email
	I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service
	Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature
	Certificate).
	· · · · · · · · · · · · · · · · · · ·

7.	(i)	Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the
		web site once again before the due date of tender opening to ensure that they have not
		missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be
		that of the downloading parties.
	(ii)	No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.
8.	E-te	ender cannot be accessed after the due date and time mentioned in NIT.
9.	Bid	ding in e-tender & Reverse auction:
	а.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be
	u.	eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	C.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <u>www.mstcecommerce.com</u> $\rightarrow$ e-procurement $\rightarrow$ Psu/Govt depts $\rightarrow$ Login $\rightarrow$ My menu $\rightarrow$ Auction Floor Manager $\rightarrow$ live event
		$\rightarrow$ Selection of the live event $\rightarrow$ Techno Commercial Bid.
	d.	The bidder should allow to run an application namely en Apple by accepting the risk and
		clicking on run. This exercise has to be done twice immediately after clicking on the Techno-
		Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-
		Commercial bid. Once the same is done, the Price Bid link becomes active and the same has
		to filled up and then bidder should click on "save" to record their price bid. Then once both the
		Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
	NO	<b>TE</b> : - The Techno-Commercial Bid & price bid cannot be revised once the submit button has
		n clicked by the bidder.
	a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one
		another and also to everybody else.
	C.	The e-tender floor shall remain open from the pre-announced date & time and for as much
		duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the
		bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of
		the same by the Buyer will form a binding contract between Buyer and the Bidder for
	~	execution of supply. Such successful tenderer shall be called hereafter <b>SUPPLIER</b> .
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full
	1.	or part as the case may be without assigning any reason thereof.

	~	No doviction of the terms and conditions of the tender desumant is assertable. Other issues
	g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of
		bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in
		Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10	Any	order resulting from this open e-tender shall be governed by the terms and conditions
	me	ntioned therein.
11.	No	deviation to the technical and commercial terms & conditions are allowed.
12.	Afte	er submitting online bid, the bidder cannot access the tender, once it has been submitted with
	digi	tal signature
13.	HD	C has the right to cancel this e-tender or extend the due date of receipt of bid(s) without
	ass	igning any reason thereof.
14.	The	e online tender should be submitted strictly as per the terms and conditions and procedures laid
	dov	vn in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15.	The	e bidders must upload all the documents required as per terms of NIT. Any other document
	uple	baded which is not required as per the terms of the NIT shall not be considered.
16.	The	bid will be evaluated based on the filled-in technical & commercial formats.
17.	The	e documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished
	by	the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited.
	Pur	nitive action including suspension and banning of business can also be taken against defaulting
	bid	ders.
18.	Neo	cessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering
	•	tal of M.S.T.C.
19.		ro & Small Enterprises (MSEs) registered with NSIC (under single point registration
		eme) are exempted from depositing Cost of Tender Document and Earnest Money having
	_	d NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.		ro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme
		RS) are eligible to get the benefits under new Public Procurement policies for MSEs as ified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette
		ification, dated 26.03.2012.
	Wh	en 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
	con	nparison with L1 price of non-MSE for consideration of award of order for 20% of tender
	qua	ntity against any item as per new public procurement policy.
21		licro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender,
		the items they are not registered with NSIC, then they will have to deposit cost of Tender
		cument, full amount of Earnest Money as per NIT. Otherwise their offer for those items will
00		be considered.
22		by of valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE)
		tificate has to be submitted along with the bid.
23	Due	e date of submission of tender will not be extended under any situation.



#### KOLKATA PORT TRUST HALDIA DOCK COMPLEX Office of the M. M. Division, Jawahar Tower, 2nd Floor, P.O.: -Haldia Township, Dist.: East Midnapore. E-mail **id:** <u>psbrahma@kopt.in</u> Fax No. 03224 263255

#### Tender for supply and delivery of 'SPARE ITEMS OF RADIAL VALVE (RUBBER)' to Haldia Dock Complex.

#### **Commercial Terms & Conditions :**

#### Annexure -II

SI. No.	Terms & Conditions	Response
1.	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	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.	AGREE
4.	<ul> <li>i) Micro &amp; 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 &amp; Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</li> <li>ii) When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non- MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.</li> <li>iii) If Micro &amp; 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.</li> </ul>	AGREE
5.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.	AGREE
6.	Tenders without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
7.	Due date of submission of tender will not be extended under any situation.	AGREE

8.	SCOPE OF WORK	AGREE
	The work comprises of supply and delivery of 'SPARE ITEMS OF RADIAL VALVE (RUBBER)' as specified in the Bill of Quantities to HDC's Central Store/ site store at Haldia.	
9.	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.	AGREE
10.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (MM), Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
11.	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender. General Conditions of Contract is also available at HDC's website (www.haldiadock.gov.in).	AGREE
12.	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.	AGREE
13.	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
14.	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.	AGREE
15.	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.	AGREE
16.	Bidders are advised to visit the Lock entrance, P&E of Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Manager of M.M. Division or his authorized representative at his office at Jawahar Tower in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE
17.	<b>VALIDITY</b> The tender shall remain open for acceptance for a period of <b>120 days</b> 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.	AGREE
18.	NON- RESPONSIVE BIDDERThe offer/tender shall be treated as non-responsive, if :i) 120 days validity from the date of opening of techno-commercial bid is notaccepted / agreed to as per tender condition.ii) Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE

19.	EARNEST MONEY AND SECURITY DEPOSIT	AGREE
	<b>i)</b> The Earnest Money received will be refunded or released as the case may be to the unsuccessful Bidder without any interest subject to the provisions made in clause above. The Earnest Money of the successful Bidder will be refunded or released after receiving full amount of Security Deposit subject to the provisions made in clause above.	
	<b>ii)</b> The Security Deposit shall be equal to 5% of the basic contract value. Balance Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalised Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia, by the successful Bidder within 30 days from the date of placement of order. Failing this, the Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money. The Security Deposit shall be refunded without interest after the successful execution of	
	the order and completion of guarantee period.	
	<b>iii)</b> If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled/ Nationalised Bank of India having Branch at Haldia in lieu of Security Deposit.The Bank Guarantee shall have to be valid for at least 13 months from the date of last supply & acceptance of materials.	
	<b>iv)</b> In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.	
20.	PRICING OF BIDS	AGREE
	<b>i)</b> Price should be quoted F.O.R HDC's Central store/site store at Haldia including charges for packing, forwarding, loading, stacking, transportation, unloading, and transit risk, necessary for the complete services as described in the documents i.e. on free delivery basis upto HDC's site/store at Haldia.	
	ii) The Bidder shall state clearly the percentage of various Taxes and surcharge that will be charged extra over his quoted rates.	
	<b>iii)</b> Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any item that, in the event of part order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire supply of goods is completed.	
	iv)Quoted Price should remain firm during currency of contract including extended period. Quoted Price(s) should remain firm till the goods are delivered.	
	<b>v)</b> No Price escalation is admissible other than statutory increase in Taxes & Duties etc. against documentary proof. In case of decrease in rates of statutory taxes & duties, the price would be correspondingly decreased.	
	<b>vi)</b> If any tenderer states that Excise Duty is nil under special Govt. Scheme, his tender will be evaluated accordingly and HDC will not take any liability of payment of Excise Duty during execution of order after implementation of new Govt. order for levy of Excise Duty. Liability of payment of Excise Duty under this condition will be to supplier's account.	
	<b>vii)</b> As GST Bill is under active consideration of Govt. of India, the same may be applicable if enactment of GST is done during execution of contract. Any benefit out of it has to be passed on to HDC.	
21.	Please note that KoPT does not provide any concessional Sales Tax Form. Full rate of Sales Tax/ VAT should be considered while quoting.	AGREE

22.	EVALUATION CRITERIA	AGREE
	<ul> <li>i) Evaluation will be made on the all inclusive lowest rate less ED, if any, 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 with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) in The Gazette of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) in The Gazette of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) in The Gazette of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) in The Gazette of India, Ministry of Micro, Small &amp; 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.</li> <li>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.</li> <li>iii) The bidders, who would be able to give CENVAT CREDIT admissible documents, the evaluation of the offer shall be made on the total quoted price.</li> <li>v) ADDITIONAL CONDITIONS FOR CENVAT :-</li> <li>They are required to have Registration certificate with Central Excise Authority.</li> <li>They have to submit invoice strictly in terms of Rule-11 of the Central Excise Rules.</li> <li>They would undertake that in case CENVAT Credit is de</li></ul>	
23.	<b>PAYMENT</b> Payment will be made on the basis of actual supply and delivery of the materials as per specification and satisfactory acceptance of the same against the orders. Payment will be made within 30 (thirty) days of receipt of satisfactory acceptance note of full delivery and acceptance of materials at HDC's Central Store/site store at Haldia Dock Complex against order and on submission of clear bill accompanied with Test Certificate and challan duly signed by consignee or his authorized representative. The bills should be submitted in quadruplicate to Manager (M.M.)'s Office at Jawahar Tower alongwith necessary documents including original receipted challan duly signed and stamped by HDC's representative at the point of delivery. Maximum 2(two) part payments may be allowed at the discretion of Manager(MM). Payments shall be credited to supplier's bank account through NEFT/RTGS mechanism at all centers where such facilities are available in the bank. Accordingly bidders are requested to submit their bank Account No with the name and address of the bank along with the branch name, account no. and IFS code number in the bill.	AGREE

24.	TIME OF COMPLETION AND DELIVERY	AGREE
	Delivery of the materials must be completed within <b>60 (sixty) days</b> from the date of	
	receipt of 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.	
	Delivery period shall binding on the supplier. If delivery of materials is not made within	
	the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute	
	the order, Trustees will take penal action against the supplier and his name will be	
	removed from the list of approved suppliers.	
	In case of default in supply or, failure to deliver as per correct specification or, the	
	approved quality within the time stipulated Trustees are entitled to purchase the Items	
	from any other source at the risks, costs and expenses of the supplier. Such purchase	
	may comprise the whole or, any portion of the supply remaining undelivered or, not	
	approved.	
	The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Central Store/Site store.	
	The responsibility for preventing damage / deterioration to the materials during transit,	
	delivery, unloading and stacking at the designated point shall rest with the Supplier. All	
	transit risk will be to supplier's account. The Bidder must send advance intimation to the	
	concerned Officer as to the proposed dates of delivery of each and every installment of	
	supply together with a list showing quantity and particulars of the material in the	
	consignment. Materials will not be accepted if not accompanied by the authorized	
	representative along with proper Delivery Challan, Inspection/Test Certificate, Guarantee Certificate and other related documents. Delivery of materials will not be accepted on	
	Sundays and Holidays. No lorry shall be permitted into the protected area during night-	
	time. Detention of lorries, if any, will be on supplier's account. The authorized	
	representative of the Bidder should be present at the time of delivery.	
25.	DESPATCH ARRANGEMENTS	AGREE
	The supplier shall be fully responsible for any transit loss or damage to the materials.	
	The supplier shall send advance intimation as to the actual date of delivery of each and	
	every installment of supply. Delivery of materials will not be accepted on Sundays and Port Holidays. The authorized representative of the suppliers should be present at the	
	time delivery for jointly noting with the representative of Ko.P.T. the discrepancies, if any,	
	regarding the particulars of materials actually delivered against the Challans for the same.	
	Delivery will not be accepted if not accompanied with proper delivery challans (in	
	quadruplicate) and other related documents like inspection certificates, etc. No lorry shall	
	be permitted into the protected area during night-time. Detention of lorries, if any, will be	
26	on supplier's account. INSPECTION	AGREE
26.	Materials will be inspected by the authorized representative of P&E Division at the	AGREE
	supplier's premises or at HDC's store/site at Haldia as decided by Sr.Dy.Manager (P&E)	
	for which a clear 15 days time should be provided by the supplier, for inspection, from the	
	date of receipt of inspection offer letter. The successful bidder should offer all facilities for	
	inspection to the HDC's inspector at their own cost and arrangement as and when	
	required. Test Certificates from any Govt. / Govt. Approved Laboratory must be submitted	
	at the time of inspection and along with the supply.	
	The materials supplied by the supplier should strictly conform to the laid down specifications of the tender / order. If necessary, samples from the supplies may be	
	drawn and tested by the Trustees' own arrangement or at Government / Government	
	Registered Test House after delivery. However, if the same are found to be inferior to the	
	laid down specifications of tender / order, the materials will be rejected and the supplier	
	shall be debited with the cost of test and rejected materials shall be replaced by the	
	supplier at his / their own cost.	
	No inspection would be carried out without the contractor's internal inspection	
	clearance. It is to be noted that the above inspection and subsequent dispatch clearance	
	will not relieve the contractor of their responsibility of maintaining quality to guarantee performance. It any operational and manufacturing defect would be found in any assembly	
	/ sub-assemblies during the performance guarantee period repair / replacement of the	
	same will have to be done by the contractor, free of cost, as stated earlier.	
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27.	REJECTION OF MATERIALS	AGREE
27.	Not withstanding the inspection and passing of materials by Trustees' authorized person	AGREL
	[representative of P&E,HDC], any material found to be defective in quality and not	
	conforming to the relevant specification, approved drawing 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 [representative of P&E, HDC], or have been found in	
	defective/broken/damaged condition after unloading.	
	Rejected materials shall be at Supplier's risk. They must be collected from the Trustees'	
	Stores, H.D.C. within a fortnight from the date of rejection on observing usual procedure	
	on the matter. If the contractor fails to remove such materials within a reasonable time,	
	the Trustees shall have the right to dispose of the same and the supplier shall have no	
	claim against the Trustees in respect of the said rejected materials.	
28.	GUARANTEE PERIOD	AGREE
	The materials to be supplied should be guaranteed for a period of 18 months from the	
	date of supply & acceptance by KoPT or 12 months from the date of installation,	
	whichever is earlier against any defect or poor performance. If any defect develops	
	within guarantee period, the materials should be rectified/replaced free of cost by the	
	supplier. Guarantee certificate is to be produced by the supplier in this regard.	
29.	TRANSIT RISK	AGREE
	Transit risk will be on supplier's account since the delivery is to be made on F.O.R.	
	Destination basis.	100
30.	PERMITS	AGREE
	The successful Bidder shall have to obtain dock permits from the office of the Manager	
	(MM), HDC at Chiranjibpur or as directed for entry of their vehicles and workers into the	
	Trustees' Stores for unloading and stacking of the material. Such permits shall be issued	
	free of cost to the Bidder against receipt of proper application for the same during	
31	normal working hours on any working day.	AGREE
31.	LIQUIDATED DAMAGES	AGREE
31.	LIQUIDATED DAMAGES If the successful bidder (supplier) fails to complete the entire supply within the	AGREE
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33.	CERTIFICATES	AGREE
	Guarantee Certificate, Manufacturer's Test Certificate or that from a Government / Government registered/ recognized / approved Test House or Laboratory are required to be submitted at the time of supplying the materials.	
34.	RISK PURCHASE	AGREE
	In case of supplier's failure and at the absolute discretion of the 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 Manager (M.M.) or, his representative. In case of risk	
	purchase extra cost will be borne by the supplier (successful tenderer).	
35.	<b>BANNED OR DE - LISTED CONTRACTORS</b> Bidders must give a declaration to the effect that they have not been banned or, de-	AGREE
	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	
36.	suppression of facts will lead to rejection of the Offe FORCE MAJEURE	AGREE
50.	In the event of either party being rendered unable by Force Majeure to perform any	AGREE
	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	
37.	full particulars and the satisfactory evidence in support of its claim. JURISDICTION OF COURT	AGREE
57.	The contract shall be governed by all relevant Indian Acts applicable within the	AGREE
	jurisdiction of High Court at Calcutta.	
38.	WORKMEN COMPENSATION	AGREE
	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.	
39.	PERSONAL PROTECTIVE EQUIPMENT (PPE)	AGREE
	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.	

#### Annexure-III

# (To be downloaded, filled up, signed, scanned and uploaded)

#### Tender for supply and delivery of 'SPARE ITEMS OF RADIAL VALVE (RUBBER)' to Haldia Dock Complex.

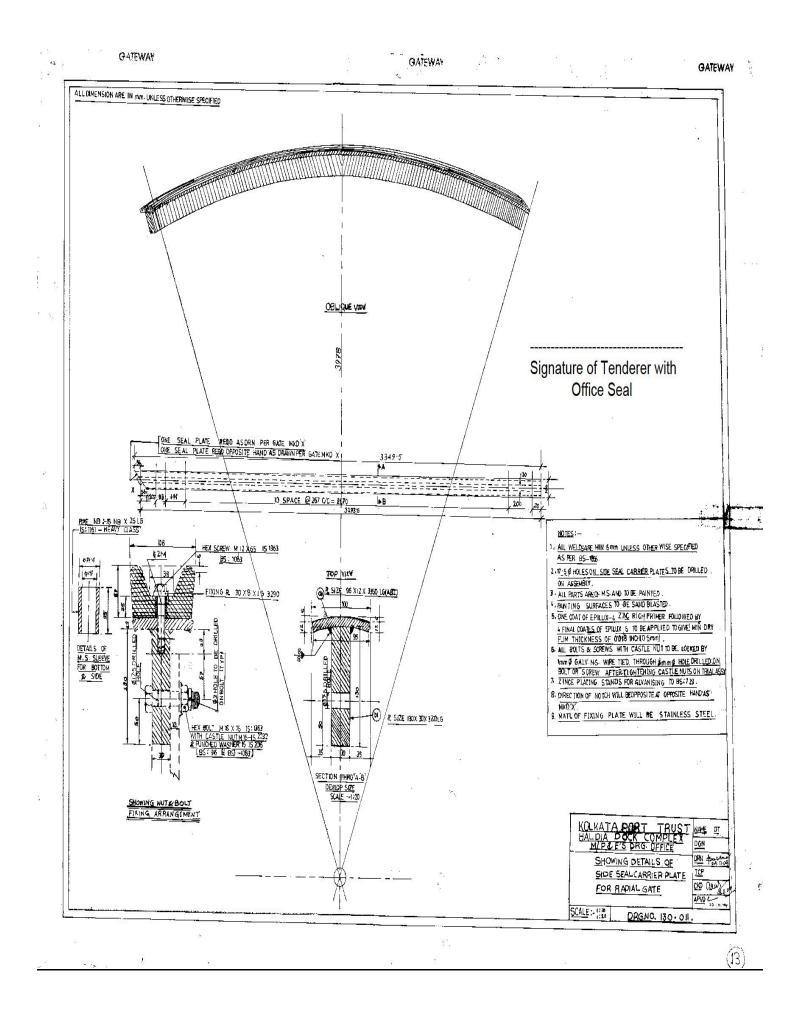
#### **BILL OF QUANTITIES (UN-PRICED BID)**

#### [ BIDDERS NOT TO QUOTE HERE]

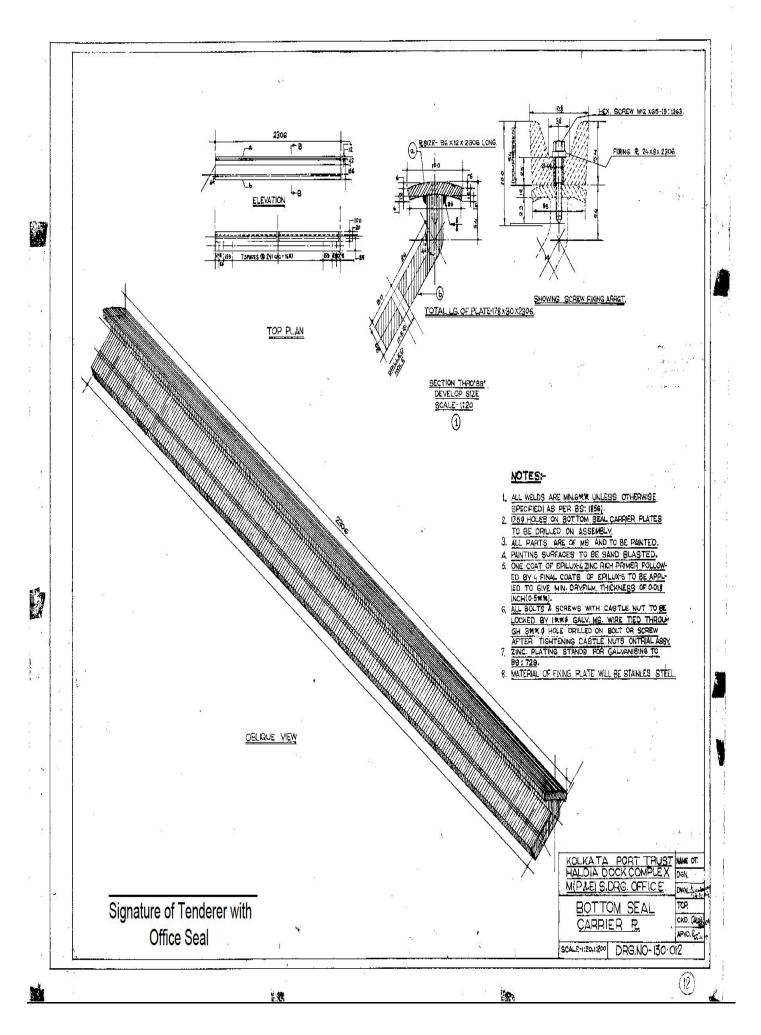
Item. Sl. No	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Offered Specification (If specification is same please write "Yes" & "Make/Brand") (No Other specification will be accepted)
1	Side seal [HDC Drg. No. 130.011], Material: Rubber	Nos.	16	
2	Bottom Seal [HDC Drg. No. 130.012], Material: Rubber	Nos.	8	
3	Top Seal [HDC Drg. No. 130.003], Material: Rubber	Nos.	8	
4	Neoprene rubber sheet 1.5 mm thickness, length 3 m & standard width [Material: Rubber]	Nos.	32	

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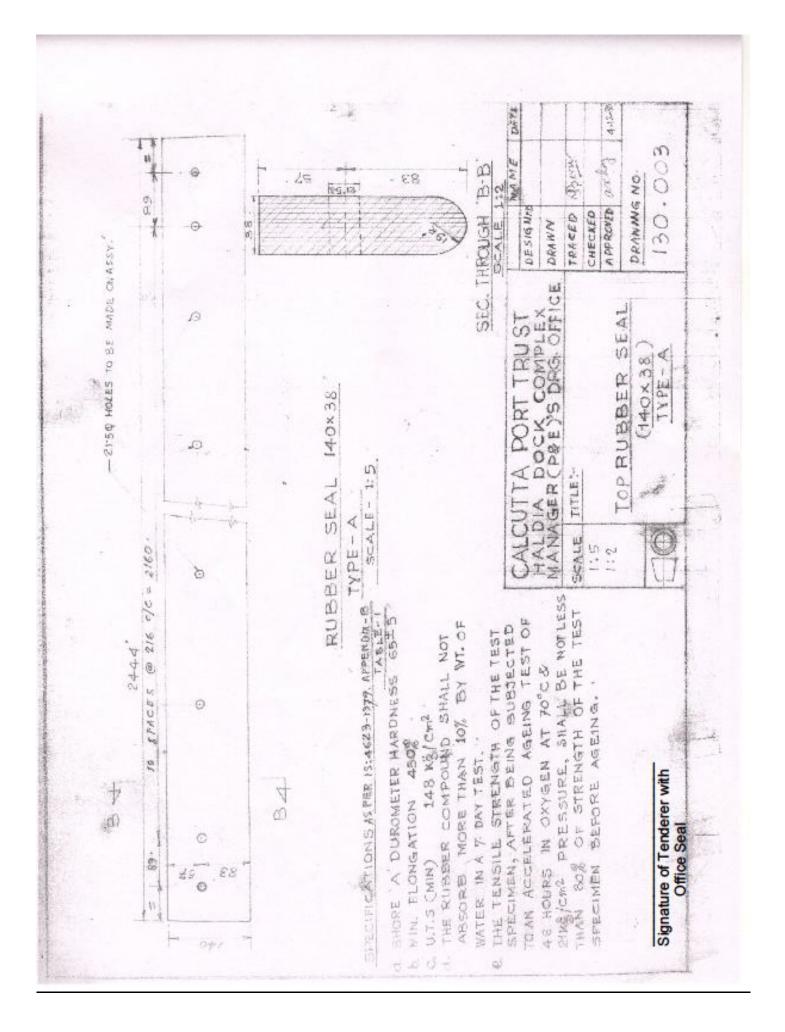
Signature of Tenderer with Office Seal



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Page 17 of 23



#### Documents to be downloaded ,filled up, signed, scanned and uploaded

#### Tender for supply and delivery of 'SPARE ITEMS OF RADIAL VALVE (RUBBER)' to Haldia Dock Complex.

#### **Pre-Qualification Criteria of Tenderers:**

# Following documents for meeting the pre-qualification criteria should be uploaded by the tenderer along with offer otherwise their offer may be rejected : -

<ol> <li>The prospective bidder(s) should submit credential for supply of Rubber seal/sheet/bushes/'O' ring/similar rubber items to Govt., PSU or Public / Private organization amounting to total cumulative ordered value of Rs. 1,70,000.00 in any number of orders, during last 5 (five) years (i.e. for the period 1.08.2011 to 31.07.2016), which should be substantiated by producing relevant purchase order copies along with any one or more of the following documents –         <ol> <li>Receipted Challan,</li> <li>Certificate of Execution,</li> <li>Goods Receipt Note,</li> <li>Tax Invoice,</li> <li>Consignment Note.</li> <li>or any other documents as a proof of supply.</li> </ol> </li> </ol>						
SI. No.	Item descriptio n	Order nos. date(with copies purchase orders)	& of	Nos. of Receipted challan / certificate of execution / GRN / Excise Invoice / Tax Invoice / Consignment Note etc. as a proof of supply (with copies of the same).	Quantity of materials supplied	
2. VAT Registration Certificate or CST Registration Certification (TIN)         3. Up-to-date Professional tax payment challan (if applicable)         4. Excise Registration certificate. (if applicable)						

#### ANNEXURE-V

#### Tender for supply and delivery of 'SPARE ITEMS OF RADIAL VALVE (RUBBER)' to Haldia Dock Complex.

#### To be downloaded , filled up, signed, scanned and uploaded

#### **DECLARATION OF THE BIDDER**

Manager (MM Division) 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 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 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.** 

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

Date : Place :

	Signature of Tenderer with Office Seal
Name :	
Phone N	o & Fax No :
E-Mail ID:	

#### Tender for supply and delivery of 'SPARE ITEMS OF RADIAL VALVE (RUBBER)' to Haldia Dock Complex.

#### To be downloaded ,filled up, signed, scanned and uploaded

#### **BIDDER'S INFORMATION**

#### <u>Manager (MM),</u> Haldia Dock Complex

Tender No.

Name of work/Item Description:

#### HDC/MM/OT-06/47/15

Supply and delivery of **'Spare items of Radial Valve (Rubber)'** to Haldia Dock Complex.

Name of the Company:

Address:

Contact Person Name:

Phone:

Fax:	
E-Mail Address:	
Have you studied the Pre-Qualification requirement of	Yes / No
the selected tender?	
Is the company having Copy of VAT Registration Certificate / CST Registration Certificate (TIN)?	Yes / No
Is the company having Current valid Professional Tax Payment Challan (PTPC)?	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
Are you MANUFACTURER of the tendered materials? Please indicate your status.	Yes / No

(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.

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

I / We agree to upload 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 these Pre-qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC, our tender shall be liable for rejection.

#### Signature of Tenderer with Office Seal

# Tender for supply and delivery of 'SPARE ITEMS OF RADIAL VALVE (RUBBER)' to Haldia Dock Complex.

#### To be downloaded ,filled up, signed, scanned and uploaded

TO INDICATE THE FOLLOWING DETAILS OF STATUTORY LEVIES:-

SL. NO.	TARIFF HEAD	WHETHER A (GIVE TIC	Percentage (%)	
		YES	NO	
1.	Excise Duty			
2.	CST			
3.	VAT			
4.	Any other levies if applicable			

## Signature of Tenderer with Office Seal

# <u>PART-II</u>

#### PRICED BILL OF QUANTITIES

**ANNEXURE-VIII** 

#### Tender for supply and delivery of 'SPARE ITEMS OF RADIAL VALVE (RUBBER)' to Haldia Dock Complex

#### [ BIDDERS NOT TO QUOTE HERE]

BOQ Item No.	Description of Item	Quantity	Unit	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis	Excise Duty		Any other levies if applicable	Calculation of Landed Cost	Calculation of Evaluated Cost
				(Rs /unit)	(Rs /unit)	(%)	(Rs /unit)	(Rs /unit)	(Rs /unit)
				а	b	С	d	e= a+b+(a+b)*c/100+d	(f)= (e)-(b)
1	Side seal [HDC Drg. No. 130.011], Material: Rubber	16	Nos.						
2	Bottom Seal [HDC Drg. No. 130.012], Material: Rubber	8	Nos.						
3	Top Seal [HDC Drg. No. 130.003], Material: Rubber	8	Nos.						
4	Neoprene rubber sheet 1.5 mm thickness, length 3 m & standard width [Material: Rubber]	32	Nos.						