



कोलकाता पत्तन न्यास  
**KOLKATA PORT TRUST**  
हलदिया गोदी परिसर

**HALDIA DOCK COMPLEX**

सामग्री प्रबंधन प्रभाग, जवाहर टावर, द्वितीय तल,  
Office of M.M Division, Jawahar Tower, 2<sup>nd</sup> floor,  
पो. : - हलदिया टाउनशिप, जिला:- पूर्ब मेदिनीपुर  
P.O. - Haldia Township, Dist: Purba Medinipur  
**Phone: +913224-263256 Fax: +913224 263255;**  
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**No. HDC/MM/LT-14/17/38**

Tender in two part system (**Part I: Techno-Commercial Bid** and **Part II: Price Bid**) are invited from reliable, bonafied & experienced Manufacturers / authorised dealers/ authorised stockiest/ suppliers for supply and delivery of "**Sulphuric Acid & Distilled Water**" on **Annual Rate Contract basis** as per Bill of Quantity to Haldia Dock Complex.

Bid Document may be downloaded from **KoPT** ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) and **CPP** ([www.eprocure.gov.in](http://www.eprocure.gov.in)) website. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

**SCHEDULE OF TENDER (SOT)**

a) TENDER NO.	::	<b>HDC/MM/LT-14/17/38</b>
b) MODE OF TENDER	::	<b>Procurement System</b> <b>1) Part I - Techno-Commercial Bid and</b> <b>2) Part II - Price Bid.</b>
c) Date of NIT available to parties to download	::	<b>25/10/2016</b>
d) Pre-Bid Meeting starting date & Time	::	<b>N/A</b>
e) Pre -Bid Meeting closing date & Time	::	<b>N/A</b>
f) Bid Document fee	::	The intending bidders <b>should submit the tender cost of Rs. 200.00 (Rupees Two Hundred only) (non-refundable) separately by</b> Banker's cheque/ Demand Draft of any Nationalised Bank/ Scheduled Bank of India drawn in favour of Kolkata Port Trust payable at Haldia, <b>alongwith their offer otherwise their offer will be summarily rejected.</b>
g) Earnest Money Deposit	::	The intending bidders <b>should submit Earnest Money of Rs. 670.00 (Rupees Six hundred Seventy only) alongwith their offer otherwise their offer will be summarily rejected.</b>

h) <b>Last date of submission of EMD &amp; Bid Document fee</b>	::	<b>16/11/2016</b> upto <b>15.00</b> HRS
i) <b>Date of Starting of Tender for submission of Techno-Commercial Bid and price Bid.</b>	::	<b>25/10/2016</b> upto <b>15.00</b> HRS
j) <b>Date of closing of tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	::	<b>16/11/2016</b> upto <b>15.00</b> HRS
k) <b>Date &amp; Time of opening of Part-I (i.e. Techno-Commercial Bid)</b>	::	<b>16/11/2016</b> upto <b>15.00</b> HRS
l) <b>Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately</b>	::	<b>To be communicated separately.</b>

### **List of Annexure**

<b>Important Instructions to Bidders</b>	:	<b>Annexure – I</b>
<b>Commercial Terms &amp; Conditions</b>	:	<b>Annexure -II</b>
<b>Pre-Qualification Criteria of Tenderers</b>	:	<b>Annexure - III</b>
<b>DECLARATION OF THE BIDDER</b>	:	<b>Annexure-IV</b>
<b>BIDDER'S INFORMATION</b>	:	<b>ANNEXURE-V</b>
<b>BILL OF QUANTITIES</b>	:	<b>ANNEXURE-VI</b>
<b>Price Bid format</b>	:	<b>Annexure-VII</b>

**Important instructions**

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

1. (A) Part I Techno-Commercial bid will be opened on specified date and time as given in the NIT. Bidder(s) can witness opening of bid.  
(B) Part II Price bid will be opened 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.
2. All entries in the tender should be entered in Technical & Commercial Formats without any ambiguity.
3. All notices and correspondence to the bidder(s) shall be sent by email /Post/Fax 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
4. (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 websites as stated above.
5. Tender cannot be submitted after the due date and time mentioned in NIT.
6. **Bidding in Tender :**
  - a. Bidder(s) need to submit necessary EMD, Tender fees (If any) to be eligible to bid in the tender. Tender fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC
  - b. The bidder(s) who have submitted the above fees, only those bidder's Techno Commercial Bids will be opened.
  - g. No deviation of the terms and conditions of the tender document is acceptable.
  - h. Unit of Measure (UOM) is indicated in the tender. Rate to be quoted should be in Indian Rupee as per UOM indicated in the tender document.
7. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8. No deviation to the technical and commercial terms & conditions are allowed.
9. HDC has the right to cancel this tender without assigning any reason thereof.
10. The tender should be submitted strictly as per the terms and conditions and laid down procedures only.
11. The bidders must submit all the documents required as per terms of NIT. Any other document submitted along with tender which is not required as per the terms of the NIT shall not be considered.

12. The bid will be evaluated based on the evaluation clause of the tender.
13. The documents submitted by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
14. Necessary addendum/ corrigendum (if any) of tender would only be hoisted in the above noted website.
15. **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.
16. **Micro & Small Enterprises (MSEs)** registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.  
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.
17. 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.
18. Copy of valid **NSIC** Certificate for **MSEs** along with **DIC's** (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
19. **Due date of submission of tender will not be extended under any situation.**



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**Phone: +913224-263256; Fax: +913224 263255; E-mail: psbrahma@kopt.in / [dtudu.hdc@nic.in](mailto:dtudu.hdc@nic.in)**

**Commercial Terms & Conditions**

**Annexure –II**

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- 1.** 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.
- 2.** Mere participation in tender will not mean that a particular bidder will automatically be considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
- 3. Price Bids (Part-II)** of only those eligible bidders who's Part-I Bids are complete and in order shall be opened on due course and date to be intimated later separately.
- 4.** The trustees reserve the right to reject or to accept the tender in whole or in part without assigning any reason whatsoever thereof.
- 5. For Micro & Small Enterprises(MSEs) registered with NSIC:**
- 6. 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.
- 7. Micro & Small Enterprises (MSEs)** registered with **NSIC** under **Single Point Registration Scheme (SPRS)** are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
- 8.** 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.
- 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.** Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
- 11. Due date of submission of tender will not be extended under any situation.**

**12. EARNEST MONEY :**

Banker's Cheque/ Demand Draft shall be submitted alongwith offer in separate sealed enveloped super scribing Tender No., Bidder's Name, Address etc otherwise the offer(s) will be summarily rejected.

**13.** Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money. Bidders are advised to submit NSIC (under single point registration scheme) certificate along with offer super scribing Bidders Tender No., Name, and Address etc otherwise the offer(s) will be summarily rejected.

**14.** 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) for items for which the tender is invited.

**15.** Tender cost and declaration by bidder for participation with downloaded tender document :

**16.** 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 separately by D.D./ Banker's and declaration as given in the **ANNEXURE-V**, along with their offer otherwise their offer will be summarily rejected.

**17. SCOPE OF WORK:**

The work comprises of loading, supplying, delivery unloading & stacking of **Sulphuric Acid & Distilled Water** on Annual Rate Contract basis as specified in the Bill of Quantities at Central Stores of MM Division at Chiranjbipur of Haldia Dock Complex.

**18. CONTRACT PERIOD:**

The Rate Contract would normally be for a period of **One (01) year** and shall be valid for all orders placed by us within this period. The supplier shall agree to the extension of the validity period of the contract by a period up-to 3 months, if considered necessary by the Manager (MM) and continue to effect supplies at the agreed rates and terms and conditions during the extended period.

**19. QUANTITY :**

The quantity as mentioned in the Bill of Quantity is approx. The total quantities to be purchased under the rate contract can not be guaranteed as the purchases are to be made according to our requirement against purchase orders placed from time to time. The Trustees reserve themselves the right to place no orders in case of no requirements during the period of contract including extended period.

**20. GENERAL :**

The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract of Ko.P.T, HDC, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.

**21.** 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 of Ko.P.T, HDC. 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.

**22.** 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.

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- 23.** 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](http://www.haldiadock.gov.in))
- 24.** The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.
- 25.** 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.
- 26.** The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
- 27. INSTRUCTIONS FOR FILLING UP OF BIDS :**  
The bid can only be submitted in the name of the bidder in whose name the Bid Documents were issued. The Bid Document issued to the bidder is not transferable.
- 28.** Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
- 29.** Bidders are advised to visit the Central Store / site at Chiranjibpur, 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 (M.M.) 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.
- 30.** The bidder should sign the **DECLARATION OF THE BIDDER** to denote their mode of acceptance and to submit the same along with his offer.
- 31. VALIDITY :**  
The tender shall remain open for acceptance for a period of **120 days** from the date of opening of techno-commercial bid.  
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.
- 32. NON- RESPONSIVE BIDDER :-**
- 33.** The offer/tender shall be treated as non-responsive, if :  
**120** days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition. **Bidders are required to quote for all the items of the BOQ, otherwise their offer will not be considered for evaluation.**
- 34.** Offer / tender are submitted with any deviation from the tender terms & conditions.
- 35. EARNEST MONEY AND SECURITY DEPOSIT :**  
The Earnest Money received will be refunded or released as the case may be to the unsuccessful Bidder without any interest subject to the provisions made in clause above. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit.



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36. The **Security Deposit** shall be equal to **5%** of the basic 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.
37. 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.
38. 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'.
39. **PRICES:**  
Price should be quoted **F.O.R Central store/ site of MM Division at Chiranjibpur, Haldia**, i.e on free delivery basis up to Central Store/ site of MM Division at Haldia in returnable containers.
40. The bidder shall quote his offer price as per the Bill of Quantities in the Price bid (Part-II). Price(s) must include, among others, all taxes, Duties of Central / State/ Local bodies etc. and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads and profit etc. necessary for the complete services as described in the documents.  
Price(s) shall be quoted upto F.O.R. Central Store/ site, Chiranjibpur, 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 Central Store/ site, at Chiranjibpur, Haldia.
41. The price break-up for different heads will have to be furnished. The Bidder shall state clearly the percentage of various Taxes and duties that will be charged extra over his quoted rates.
42. 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.
43. Price(s) to be quoted should remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in Taxes & Duties. In case of decrease in rates of statutory taxes & duties, the price would be correspondingly decreased.
44. **Please note that KoPT does not provide any concessional Sales Tax Form. Full rate of Sales Tax/ VAT should be considered while quoting.**
45. **EVALUATION CRITERIA :**  
**Evaluation will be made on overall lowest landed price basis against techno-commercially qualified bids subject to the fulfillment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a**

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**46. Tender without assigning any reason thereof.**

**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.**

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

The bidders, in whose cases **ED** is applicable, are to confirm the submission of admissible Cenvatable documents.

**48. PAYMENT:**

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

Part payment, against part supply / delivery, will be made to Party's Bank Account within 30 (thirty) days of receipt of satisfactory acceptance note of supply and on submission of clear bill.

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

**49. DELIVERY :**

Delivery of the materials must be completed within **10 (Ten) HDC's working days** from the date of receipt of each part order by the supplier.

**50. Materials are to be delivered at Central Store / site of HDC at Chiranjibpur, Haldia. Materials shall be delivered by the supplier at their cost, risk and responsibility up to Central Store / Site Store(s) of Haldia Dock Complex.**

**51. Delivery period shall be 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.**

**52. 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.**

**53. DESPATCH ARRANGEMENTS:**

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.

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54. Delivery will not be accepted if not accompanied with proper delivery challans (in quadruplicate) and other related documents like inspection certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.
55. **INSPECTION :**  
Inspection of materials shall be done by Trustees' authorized officer (representative of M.M. Division, HDC) after delivery of material at the Store/Site of Haldia Dock Complex.
56. The materials to be supplied by the supplier should strictly conform to the laid down specification of tender / order. If and when necessary, samples from the supplies may be drawn and the same will be tested by Trustees' authorized person either at the trustees own arrangement or by Government Test House 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 supplier at his own cost and arrangement.
57. **GUARANTEE CERTIFICATE :**  
The materials, with all accessories and attachments, shall have to be guaranteed by the supplier against the manufacturing defects or, poor performance for a period of **06** months from the date of acceptance. If any defect whatsoever develops during the Guarantee Period, the defective materials will have to be replaced/rectified, as the case may be, by the Bidder at their own cost. Delay in honoring the guarantee would cause the guarantee period to be extended for similar period.
58. **TRANSIT RISK :**  
Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.
59. **DOCK PERMITS :**  
The successful Bidder shall have to obtain permits from the office of the Manager (I&CF), 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 normal working hours on any working day.
60. **REJECTION OF MATERIALS:**  
Notwithstanding the inspection and passing of materials by Trustees' authorized person (representative of MM division), any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest.  
The supplier shall at his own arrangement and cost replace within a period of 1 (one) month of all such dispatched defective and rejected materials. That have either been rejected by Trustees' authorized person (representative of Manager MM), 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' Central Stores/site of 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.
61. **LIQUIDATED DAMAGES:**  
If the supplier fails to complete the stipulated supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the basic value of the delayed portion of supply, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 10% of the basic value of part order.

62. Service Tax on **L.D.** amount at the prevailing rate (presently @15%) will be levied
63. Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract.
64. Any delay on the following accounts beyond the time period on account of HDC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.  
a) 12 days time from the date of receipt of supplier's waybill request letter by HDC to the date of receipt of Waybill by the supplier from HDC.
65. **RISK PURCHASE:**  
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).
66. **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 -Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.
67. **FORCE MAJEURE:**  
In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.
68. **PACKING OF MATERIALS:**
69. The Supplier shall be responsible for proper packing and delivery of Stores. The materials should be packed by the Supplier/Manufacturer at their own cost for protection against any damage, loss, breakage or leakage etc. and will be delivered in returnable container.
- JURISDICTION OF COURT :**  
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.
70. **WORKMEN COMPENSATION :**  
The successful bidder(s) 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.

**71. PERSONAL PROTECTIVE EQUIPMENT (PPE):**

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

**72. EXCISE DUTY & STATUTORY LEVY : - [TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID]**

**TO INDICATE THE FOLLOWING DETAILS OF STATUTORY LEVIES:-**

<u>SL. NO.</u>	<u>TARIFF HEAD</u>	<u>WHETHER APPLICABLE</u>	<u>APPLICABLE RATE (%)</u>	<u>Whether INCLUSIVE / EXCLUSIVE</u>
<u>1.</u>	<u>Excise Duty</u>			
<u>2.</u>	<u>Sales Tax</u> <u>(CST/WBST/VAT)</u>			
<u>3.</u>	<u>OTHER DUTIES</u> <u>(IF ANY)</u>			

Date :-----

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Signature of Tenderer with Office Seal

Place :-----

**Name:**-----

**Address:**.....

.....

.....

.....

**Phone:** .....

**Fax:** .....

**E-mail:** .....

**PRE-QUALIFICATION CRITERIA OF TENDERERS:**

**Following documents for meeting the pre-qualification criteria should be submitted by the tenderer alongwith offer otherwise their offer may be rejected: -**

**1. Credential** for supply of consumable/miscellaneous item of Rs. **40,345.00** (cumulative value in any number of orders), during the last 5(five) years to Govt., PSU or Public / Private organization, which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents:

- i) Receipted Challan,
- ii) Certificate of Execution,
- iii) GRN,
- iv) Excise Invoice,
- v) Tax Invoice,
- vi) Consignment Note.

etc. as a proof of supply as required by the tender issuing authority.

**2.** Valid authorised dealership/ stockist / distributor certificate for authorised dealers/ stockiest/ distributors from their manufacturer, if applicable.

**3.** Copy of **VAT** Registration Certificate / **Central Sales Tax Registration Certificate (TIN)**.

**4.** Copy of Valid **Professional Tax Payment Challan**, if applicable.

**5.** Copy of the registration certificate with **Central Excise Authority**, if applicable.

**The bidder should also upload the following statement with documents in support of their credential.**

Sl. No	Order nos. & date(with copies purchase orders)	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).	Item description with specification	Quantity/ value of materials supplied

**DECLARATION OF THE BIDDER**

**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 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 with the Trustees'.

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.

[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 Tenderer with Office Seal

Place :-----

**Name:**-----

**Address:**.....

.....

.....

.....

**Phone:** .....

**Fax:** .....

**E-mail:** .....



**BIDDER'S INFORMATION**

**Manager (MM),**  
**Haldia Dock Complex**

Tender No.	<b>HDC/MM/LT-14/17/38</b>
Name of work/Item Description:	SUPPLY AND DELIVERY OF <b>Sulphuric Acid &amp; Distilled Water</b> on Annual Rate Contract basis 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 the selected tender?	Yes / No
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 MANUFACTURERS / authorised dealers/ authorised stockiest/ suppliers for the tendered materials? Please indicate your status.	
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 these Pre-qualifying documents with our offer or the documents are not found in order by HDC / not acceptable to HDC, our tender shall be liable for rejection. Rejected by HDC without any correspondence in this regard.	

Date :-----

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**Signature of Tenderer with Office Seal**

Place :-----

**Name:**-----

**UNPRICED BILL OF QUANTITIES**

**Tender for supply & delivery of "[Sulphuric Acid & Distilled Water](#)" on Annual Rate Contract Basis**

**TENDER No.: [HDC/MM/LT-14/17/38](#)**

Item No.	Item Code	Description Of Item	Unit	Quantity	If your offer exactly match to our specification, write 'YES', else give your technical details & specify make / brand
1.	17132001	<b>Sulphuric Acid SP. GR. 1.820 Battery Grade Sulphuric Acid of Specific Gravity- 1.820 conforming to I.S- 266</b>	<b>Kg.</b>	<b>150</b>	
2	17132002	<b>Sulphuric Acid SP. GR. 1.230 Battery Grade Sulphuric Acid of Specific Gravity-1.230 conforming to I.S- 266</b>	<b>Kg.</b>	<b>3,500</b>	
3	17150001	<b>DISTILLED WATER.</b> Conforming to <b>I. S. -1059</b> for battery use only.	<b>Ltr.</b>	<b>4500</b>	

Date :-

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Signature of Tenderer with Office Seal

**PART-II**

**ANNEXURE-VII**

**PRICED BILL OF QUANTITIES**

**Tender for supply & delivery of “[Sulphuric Acid & Distilled Water](#)” on Annual Rate Contract Basis**

**TENDER No.: HDC/MM/LT-14/17/38**

ITEM NO.	ITEM CODE	DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT RATE ON F.O.R. UPTO HDC'S STORE AT HALDIA BASIS (IN ₹)	VAT (IN ₹), if any	AMOUNT (IN ₹)
1.	17132001	<a href="#">Sulphuric Acid</a> , SP. GR. 1.820 Battery Grade <a href="#">Sulphuric Acid</a> of Specific Gravity- 1.820 conforming to I.S- 266	Kg.	150			
2.	17132002	<a href="#">Sulphuric Acid</a> , SP. GR. 1.230 Battery Grade <a href="#">Sulphuric Acid</a> of Specific Gravity- 1.230 Conforming to I.S- 266	Kg.	3,500			
3.	17150001	<a href="#">DISTILLED WATER</a> . Conforming to I. S. -1059 for battery use only.	Ltr.	4,500			

Date :-

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Signature of Tenderer with Office Seal