

**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. 264167/264496, FAX :03224-263255
E-mail id: psbrahma.hdc@nic.in / esingh.hdc@nic.in

E-Tender under single stage **two part** system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from only from NIO Approved manufacturers / or their authorized dealers / authorized distributor / authorized stockists for supply and delivery of Oil Spill Dispersant liquid (as per tender BOQ) to Haldia Dock Complex.

Bid Document may be downloaded from MSTC's website www.mstcecommerce.com Corrigenda / addenda / clarifications, if any, shall be hosted on the above mentioned websites only. Tenderer should visit the website frequently.

SCHEDULE OF TENDER (SOT) :

a.	TENDER REF. NO.	HDC/MM/OT-05/17/40
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 to Haldia Dock Complex.
c.	E-Tender No. (System Generated)	<u>KoPT/Haldia Dock Complex/MM Div/12/17-18/ET/147</u>
d.	Date of NIT available to parties to download	12.06.2017
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 INR 2000/- (Rupees Two thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money using the <u>Axis Bank Payment Gateway only</u> . No other method of payment of EM shall be accepted. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: <u>"HDC EMD/Tender Fee Payment"</u> . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway

		<p>by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document.</p> <p>Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details: e) URN No. : f) Date of payment:</p>
	ii)	<p>Bid Document fee</p> <p>The intending bidders should submit Bid Document Fee of INR 200/- (Rupees Two hundred only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) under the icon: " HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank</p>

		<p>easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
	iii)	<p>Transaction Fee</p> <p><input type="checkbox"/> 227.00 inclusive all .Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)</p>
h.	<p>Last date of submission of EMD & Bid Document fee at HDC.</p> <p>Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited,Kolkata.</p>	<p>07.07.2017 upto 15.00 HRS</p> <p><u>Three working days before the last date of closing of online bidding for the e-tender.</u></p>
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	15.06.2017 time 11.00 hours
j.	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	07.07.2017 time 15.00 hours
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	07.07.2017 time 15.30 hours

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EARNEST MONEY AND BID DOCUMENT FEE THROUGH AXIS BANK GATEWAY

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement → Psu / Govt depts. → Kolkata Port Trust) under the icon: "**HDC EMD/Tender Fee Payment**". Clicking this icon will take the Bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in> → others → Haldia Dock Complex)

2. The Bidder will be required to mention the **Bidder's ID** (The ID used by the Bidder for logging in the MSTC Website) and **Bid Id** (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click '**VALIDATE**'.
3. A webpage will populate where the Bidder will be required to select: **Earnest Money** Or **Bid Document Fee**, then indicate his Mobile Number and the CAPTHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.

5. In case of selection of Earnest Money, The bidder will be required to select the option of **With or Without Bank Guarantee**. In case of Bids, where there is no option to pay through BG, the Bidders should select the option '**Without**'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha mentioned in the web page and then '**SUBMIT**'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.

8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.

9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice. The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get a SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

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10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee.

Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

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.

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

1. Process of E-tender :

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

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

1).Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/ Govt depts → Select KoPT's Logo → Register as Vendor - Filling up details and creating own user id and password → Submit.

2).Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case

Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.

In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).

Contact person (Haldia Dock Complex):

1. Mr. E. Singh.
Asstt. Manager(MM)
Haldia Dock Complex
Ph. No. 03224 264416
Mb. No. 9434031208

2. Mr. P.S. Brahma
Manager(MM)
Haldia Dock Complex
Ph. No. 03224 264496
Mb. No.94340 63229

Contact person (MSTC Ltd):

1. Mr. S.Mukherjee
Deputy. Manager (e-Commerce)
Mobile No: 07278030407
Landline:03322901004
Email-mukherjee@mstcindia.co.in

2. Ms S. Maity
Asstt. Manager (e-commerce)
Mobile- 9831155225
Landline:03322901004
Email: smaity@mstcindia.co.in

Google hangout ID(for test chat)-mstceproc@gmail.com

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	<p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: <p>Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><u>Special Note towards Transaction fee:</u> The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.

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7.	<p>Bidding in e-tender :</p> <ul style="list-style-type: none"> a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. b) The process involves Electronic Bidding for submission of Technical and Commercial Bid. c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt depts → Login under KoPT's logo → My menu → Auction Floor Manager → live event → Selection of the live event d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid. e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded. g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply. k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. m) No deviation of the terms and conditions of the tender document is acceptable. <p>Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
	No deviation to the technical and commercial terms & conditions are allowed.
10.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11.	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
12.	<u>Bidding in e-tender & Reverse auction:</u>
a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank & 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.

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c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
d.	The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.	
a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
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 SUPPLIER .
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
13	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
14	No deviation to the technical and commercial terms & conditions are allowed.
15	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
16	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
17	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com / eprochome / mstc of MSTC Ltd.
18	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
19	The bid will be evaluated based on the filled-in technical & commercial formats.

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20	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
21	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
22	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.
23	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.
24	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.
25	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
26	Due 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: spb.hdc@nic.in / esingh.hdc@nic.in

Fax No. 03224 263255

Commercial Terms & Conditions :

Annexure -II

Sl. No.	Terms & Conditions	Response
1.	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	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.	i) 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. 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. iii) 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.	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.	<u>SCOPE OF WORK</u> The work comprises of supply and delivery, unloading & stacking of Oil Spill Dispersant liquid (as per tender BOQ) at the Site of MO Division of Haldia Dock Complex or as per the direction of Manager(MM) / Sr. Dy. Manager (MM) or his representative.	AGREE

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Commercial Terms & Conditions :

Annexure -II

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. 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.
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 site / stores of MO Division 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. **VALIDITY** AGREE
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.
18. **NON- RESPONSIVE BIDDER** AGREE
The offer/tender shall be treated as non-responsive, if :
i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.
ii) Offer / tender is submitted with any deviation from the tender terms & conditions.

Commercial Terms & Conditions :

Annexure -II

19. EARNEST MONEY AND SECURITY DEPOSIT

AGREE

i) 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

ii) 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

iii) 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/ Nationalized Bank of India from Kolkata / Haldia Branch 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.

iv) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.

20. PRICING OF BIDS

AGREE

i) Price should be quoted F.O.R HDC's 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.

iii) 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) 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.

v) Any modification (addition /deletion /alteration including implementation of GST) in taxes or duties in future by the GOI after due date of submission of this tender will be addressed separately at the material time. Therefore the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied subsequently, if any on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to subsequent modification of taxes or duties. But any recovery due on account of any subsequent modification in taxes or duties shall be assessed by HDC without any reference to the contractor and shall be made by HDC from the amount payable under the contract.

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

Commercial Terms & Conditions :

Annexure -II

22. EVALUATION CRITERIA

AGREE

i) Evaluation will be made on the minimum rate quoted against individual items 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 & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

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

iii) The bidders, in whose cases ED is applicable, are to confirm the submission of admissible Cenvatable documents. The evaluation of the offer shall be made on the basis of landed price less Excise Duty (along with applicable Cess).

iv) For others, the evaluation shall be made on the quoted price.

23. CENVAT CRITERIA:

AGREE

i) Tenderers, in whose cases ED is applicable, are required to submit the copy of the Registration certificate of Central Excise Authority along with Techno commercial offer.

ii) Successful tenderers, in whose cases ED is applicable, are required to submit Excise Invoice i.e. transporter's copy along with the supply. If the successful tenderer fails to submit Cenvatable documents (Excise Invoice), payment will be made after deducting ED with appropriate cess.

24. PAYMENT :

AGREE

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.

Payment will be made against supplier's clear bill within 30(thirty) days of receipt of satisfactory acceptance of materials at site / stores of MO Division of Haldia Dock Complex. 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.

Commercial Terms & Conditions :

Annexure -II

25. TIME OF COMPLETION AND DELIVERY :

AGREE

Delivery of the materials must be completed within 90(ninety) days from the date of receipt of order by the supplier.

Materials shall be delivered by the supplier to HDC's site/store at Haldia at their cost, risk and responsibility. Delivery of material will be accepted on working days only i.e. excluding Saturday, Sunday and Holidays. In case way bill is required to deliver the material, a 12 days time should be provided by supplier for issuance of way bill by Haldia Dock Complex. The supplier should submit a request letter along with the proforma invoice for issue of way bill by Haldia Dock Complex. 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 Store/Site. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading and stacking at the designated point shall rest with the Supplier. All transit risk will be to supplier's account.

The Bidder must send advance intimation to the concerned Officer as to the proposed 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.

26. 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 Saturday, 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 on supplier's account.

27.0 INSPECTION & TESTING

AGREE

Materials will be inspected by the Trustees' authorized person (The Manager (M.O.), HDC or his authorized representative 's after delivery of materials by you at Store / site of MO Division of Haldia Dock Complex, Haldia. The materials to be supplied by the supplier should strictly conform to the laid down specification of tender / order. If required, samples from the supplies may be drawn and the same will be tested by Trustee's 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.

Commercial Terms & Conditions :

Annexure -II

28. REJECTION OF MATERIALS

AGREE

Notwithstanding the inspection and passing of materials by Trustees' authorized person (representative of P&E 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 all such dispatched materials that have either been rejected by Trustees' authorized person (representative of P&E division), 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.

29. GUARANTEE PERIOD

AGREE

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 18 months from the date of delivery & 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 and arrangement.

30.1 CERTIFICATES:

AGREE

1. Guarantee Certificate of the supplier is to be submitted at the time supply of materials.
2. Manufacturer's Test Certificate(s) must be produced at the time of inspection of materials and the same shall be supplied along with supply.
3. NIO approval certificate for manufacturing the Oil Spill Dispersant liquid of the manufacturer from whom the material would be supplied must be submitted at the time of supply of materials

30.2 Shelf Life:

AGREE

Shelf life of the product will be minimum for 05 (five) years. Supply is to be made from fresh lot (not older than 04 months of manufacturing).

31. TRANSIT RISK :

AGREE

Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.

32. PERMITS :

AGREE

The successful Bidder shall have to obtain permits from the Chiranjibpur/Office of the Sr. Dy. Manager (Sh&Ch), on the basis of recommendation of Manager(MM) / Sr. Dy. Manager (MM) or his authorized representative 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 to the Bidder against receipt of proper application with payment of necessary charges (if applicable) for the same during normal working hours on any working day.

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Commercial Terms & Conditions :

Annexure -II

33. LIQUIDATED DAMAGES

AGREE

If the successful bidder (supplier) fails to complete the entire supply within the stipulated date or, such the extension thereof as communicated by the Manager (Materials Management Division) in writing, the supplier shall pay, as compensation (Liquidated Damage) to the Trustees and not as a penalty, @½ % (half percent) of the total basic value of the delayed portion of part order for every week delay in supply (part of the week being treated as a full week). Provided always that the amount of such compensation shall not exceed 10% of the total basic value of the part order.

Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damages as stated above, from any money due or, likely to become due to the supplier. The payment or deduction of such compensation / damages shall not relieve the supplier from his obligation to complete the supply order or, from any of his other obligations or liabilities under the contract.

Service Tax on L.D. amount at the prevailing rate (presently @15%) will be levied.

Any delay on the following two 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.

1. 15 days time for inspection from the date of receipt of supplier's inspection call letter.
2. 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.

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. BANNED OR DE - LISTED CONTRACTORS

AGREE

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

36. FORCE MAJEURE

AGREE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other Party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties The Term 'FORCE MAJEURE' as employed herein shall mean acts of God, Earthquake, Floods and Hurricane / Cyclone, War, Revolution, Riot, Fire, Strike excluding Strike by the employees of the Supplier or their Sub-contractors. Upon the occurrence of such cause the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning thereof giving full particulars and the satisfactory evidence in support of its claim.

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Commercial Terms & Conditions :

Annexure -II

- 37. PACKING OF MATERIALS :** AGREE
- a) Materials will be supplied in Brand new 200 Litres capacity HMHDPE Drums. Particulars of materials, manufacturer's name & brand, manufacturing date, batch no. etc. to be printed on the body of each container.
- b) You shall be responsible for proper packing and delivery of materials in good condition. Materials shall be protected suitable to avoid damage and / or loss in transit and corrosion. All charges related to packing are to be borne by you.
- 38. JURISDICTION OF COURT** AGREE
- The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.
- 39. 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.
- 40. 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 supply and delivery of Oil Spill Dispersant liquid to Haldia Dock Complex.

BILL OF QUANTITIES (UN-PRICED BID)

[BIDDERS NOT TO QUOTE HERE]

BOQ Item No.	Description of Items	Qty. (in Litres)	Offered Specification (If specification is same please write "Yes" & "Make/Brand") (No other specification will be accepted)	
			Make / Brand name	Whether NIO Approved (Yes/No)
1	Chemical Oil Spill Dispersant liquid (Type: II & III)	5000		

Signature of Tenderer with Office Seal

contd. next page

Documents to be downloaded ,filled up, signed, scanned and uploaded**1.Pre-Qualification Criteria of Tenderers:**

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

1.The prospective bidder(s) should submit credential for supply of Oil Spill Dispersant liquid for a cumulative amount of ₹ 2,36,250.00 (Rupees Two Lakh thirty six thousand two hundred fifty only) minimum in any number of orders, during 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.

The aforesaid documents are to be submitted as per following format with separate page.

Sl. No.	Item description with specification	Order nos. & date(with copies of 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).	value of materials supplied in Rs

2. VAT Registration Certificate or CST Registration Certification (TIN)

3. Up-to-date Professional tax payment challan

4. Excise Registration certificate, if any

5. Copy of NIO approval certificate for manufacturing the Oil Spill Dispersant liquid of the manufacturer from whom the material would be supplied must be submitted at the time of supply of materials

6. Copy of certificate of authorized dealers / authorized distributor / authorized stockists duly issued by NIO approved manufacturer.

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 : _____

Address: _____

Phone No & Fax No : _____

E-Mail ID: _____

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

ANNEXURE-VI

BIDDER'S INFORMATION

Manager (MM),
Haldia Dock Complex

Tender No.

HDC/MM/OT-05/17/40

Name of work/Item Description:

Tender for Tender for supply and delivery of supply and delivery of Oil Spill Dispersant liquid 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 stockists/ suppliers for the tendered materials? Please indicate your status.

(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

ANNEXURE-VII

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

TO INDICATE THE FOLLOWING DETAILS OF STATUTORY LEVIES:-

SL. NO.	TARIFF HEAD	WHETHER APPLICABLE (GIVE TICK MARK)	
		If YES, Indicate applicable percentage (%)	If NO, Please mark (X)
1.	Excise Duty		
2.	CST		
3.	VAT		
4.	Any other levies if applicable		

Signature of Tenderer with Office Seal

PART-II

ANNEXURE-VIII

PRICED BILL OF QUANTITIES

Tender for Tender for supply and delivery of supply and delivery of Oil Spill Dispersant liquid to Haldia Dock Complex.

[BIDDERS NOT TO QUOTE HERE]

BOQ Item No.	Description of Item	Quantity (In Lires)	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis (Rs /unit) a	(%) of Excise Duty (%) b	(%) of Central Sales Tax OR VAT (%) c	Any other levies if applicable (Rs /unit) d	Calculation of Landed Cost (Rs /unit) $e = a + a \cdot b / 100 + (a + a \cdot b / 100) \cdot c / 100 + d$	Calculation of Evaluated Cost (Rs /unit) $f = e - b$
1	Chemical Oil Spill Dispersant liquid (Type: II & III)	5000						