

**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. 263256/264496, FAX: 03224-263255  
E-mail id: [dtudu.hdc@nic.in](mailto:dtudu.hdc@nic.in) / [psbrahma.hdc@nic.in](mailto:psbrahma.hdc@nic.in)

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafied & experienced suppliers for supply and delivery of various types of "**DISPOSABLE HALF MASK RESPIRATOR**" as per Bill Of Quantity to Haldia Dock Complex.

Bid Document may be downloaded from MSTC's website [www.mstcecommerce.com](http://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.	<b><u>HDC / MM / OT-02/48/89</u></b>
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	<b><u>KoPT/Haldia Dock Complex/MM Div/19/17-18/ET/189</u></b>
d.	Date of NIT available to parties to download	<b>11/07/2017</b>
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 <b>INR 2,750.00</b> (Rupees Two thousand Seven hundred Fifty 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 <b><u>Axis Bank Payment Gateway only</u></b> . 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 ecommercesite ( <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: " <b><u>HDC EMD/Tender Fee Payment</u></b> ". Clicking this icon will take the bidders

		<p>to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a>→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 “<b>Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway</b>” 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. : <b><u>KoPT/Haldia Dock Complex/MM Div/19/17-18/ET/189</u></b>  c) Amount remitted :  d) Remittance Bank Details:  e) <b>URN No.:</b>  f) Date of payment:</p>
ii)	Bid Document fee	<p>The intending bidders should submit Bid Document Fee of INR <b>200/-</b> (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 (<a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu / Govt depts→Kolkata Port Trust ) under the icon:</p>

			<p>" 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 easy pay site (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a>→ 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 "<b>Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway</b>" 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 :</p> <p>b) E- Tender No. : <b><u>KoPT/Haldia Dock Complex/MM Div/19/17-18/ET/189</u></b></p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) <b>URN No.:</b></p> <p>f) Date of payment:</p>
	iii)	Transaction Fee	<b>Rs. 322.00</b> (Including all Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC Limited (refer clause. No. 4 of Annexure -I )
h.	Last date of submission of EMD & Bid Document fee at HDC.		<b>09-08-2017 upto 15.00 HRS</b>
	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.		<b><u>Three working days before the last date of closing of online bidding for the e-tender.</u></b>
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>		<b>12.07.2017 time 11.00 hours</b>

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j.	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	<b>09-08-2017 time 15.00 hours</b>
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	<b>09-08-2017 time 15.30 hours</b>

<b><u>List of Annexure :</u></b>		
<b>Important Instructions to Bidders</b>	<b>:</b>	<b>Annexure –I</b>
<b>Commercial Terms &amp; Conditions</b>	<b>:</b>	<b>Annexure -II</b>
<b>Documents to be uploaded</b>	<b>:</b>	<b>Annexure - III</b>
<b>Declaration of the Bidder</b>	<b>:</b>	<b>Annexure-IV</b>
<b>Bidder's Information</b>	<b>:</b>	<b>Annexure-V</b>
<b>Details of statutory levies</b>	<b>:</b>	<b>Annexure-VI</b>
<b>Unpriced bill of quantities</b>	<b>:</b>	<b>Annexure-VII</b>
<b>Priced Bill of Quantity</b>	<b>:</b>	<b>Annexure-VIII</b>

**Important instructions for E-procurement**

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

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

**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 over the internet will be done. 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 PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/](http://www.mstcecommerce.com/eprochome/)**

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU / Govt Depts → 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.

**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. D. Tudu  
Dy. Manager(MM)  
Haldia Dock Complex  
Ph. No. 03224 263256  
Mb. No. 9434015761

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

**Contact person (MSTC Ltd):**

1. Mr. Arindam Bhattacharjee  
Deputy. Manager (E-commerce)  
MobileNo: 09330102643  
Email-[arindam@mstcindia.co.in](mailto:arindam@mstcindia.co.in)  
Landline: 03322901004

2) Mr. Sabyasachi Mukherjee  
Junior Manager (E-commerce)  
Mobile- 07278030407  
Email: [smukherjee@mstcindia.co.in](mailto:smukherjee@mstcindia.co.in)

**B) System Requirement:**

- i) Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8
  - ii) IE-7 and above Internet browser.
  - iii) Signing type digital signature
  - iv) JRE 7 update 9 and above software to be downloaded and installed in the system.
- To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level

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2.	<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>
	<p><b><u>Note:</u></b></p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4.	<p><b><u>Special Note towards Transaction fee:</u></b> 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><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE:</b> 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>

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5.	<p>In case of failure to access the payment towards cost of tender document &amp; EMD for any reason, the vender, in turn, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>	
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>	
7.	(i)	<p>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. <b>The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</b></p>
	(ii)	<p>No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> of MSTC Ltd.</p>
8.	<p><b>E-tender cannot be accessed after the due date and time mentioned in NIT.</b></p>	
9.	<p><b><u>Bidding in e-tender &amp; Reverse auction:</u></b></p>	
	a.	<p>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 and address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.</p>
	b.	<p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p>
	c.	<p>The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU / Govt. Depts. → Login → My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p>
	d.	<p>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.</p>

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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 be 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
	<b>NOTE:</b> - 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 <b>SUPPLIER</b>
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full 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.
<b>10.</b>	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
<b>11.</b>	No deviation to the technical and commercial terms & conditions are allowed.
<b>12.</b>	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
<b>13.</b>	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
<b>14</b>	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <b><a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a></b> of MSTC Ltd.
<b>15.</b>	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.
<b>16</b>	The bid will be evaluated based on the filled-in technical & commercial formats.
<b>17.</b>	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.



<b>18.</b>	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
<b>19.</b>	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.
<b>20.</b>	<p>Micro &amp; Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>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.</p>
<b>21.</b>	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.
<b>22.</b>	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate /UDYOG ADHAR has to be submitted along with the bid.
<b>23.</b>	<b>Due date of submission of tender will not be extended under any situation.</b>

**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: [psbrahma.hdc@nic.in](mailto:psbrahma.hdc@nic.in)  
Fax No. 03224 263255

**Commercial Terms & Conditions:**

**Annexure -II**

Sl. No	Terms	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 OR UDYOG ADHAR has to be submitted along with the bid.	AGREE
6	Due date of submission of tender will not be extended under any situation.	AGREE
7	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.	AGREE
8	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.	

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<b>9</b>	<b><u>SCOPE OF WORK:</u></b> The work comprises of supply and delivery of different sizes of <b>“Disposable Half Mask Respirator”</b> as specified in the Bill of Quantities at Central Stores of MM Division at Chiranjibpur of Haldia Dock Complex.	<b>AGREE</b>
<b>10</b>	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.	<b>AGREE</b>
<b>11</b>	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.	<b>AGREE</b>
<b>12</b>	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.	<b>AGREE</b>
<b>13</b>	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.	<b>AGREE</b>
<b>14</b>	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.	<b>AGREE</b>
<b>15</b>	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.	<b>AGREE</b>
<b>16</b>	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.	<b>AGREE</b>
<b>17</b>	Bidders may visit Central Store, MM Division of Haldia Dock Complex at Chiranjibpur, Haldia 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.	<b>AGREE</b>
<b>18</b>	<b><u>QUANTITY :</u></b> The quantity as mentioned in the Bill of Quantity is approx. only and may vary at the time of placement of order. The Trustees reserve themselves the right to place no orders in case of no requirements during the period of contract including extended period.	<b>AGREE</b>

19	<p><b><u>VALIDITY :</u></b>  The tender shall remain open for acceptance for a period of <b>120 days</b> from the date of opening of the same.  If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.</p>	AGREE
20	<p><b><u>NON- RESPONSIVE BIDDER :-</u></b>  The offer/tender shall be treated as non-responsive, if :</p> <p>i) <b>120</b> 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 &amp; conditions.</p>	AGREE
21	<p><b><u>EARNEST MONEY AND SECURITY DEPOSIT :</u></b>  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 <b>Security Deposit</b> 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  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/ Nationalised Bank of India having Branch at Haldia in lieu of Security Deposit.  iv) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.</p>	AGREE
22	<p><b><u>PRICES:</u></b>  Price should be quoted <b>F.O.R HDC's</b> site store(s), MM Division, Haldia, i.e on free delivery basis up to site store(s) of MM, HDC at Haldia.</p>	AGREE
	<p>i) The bidder shall quote his price as per the Bill of Quantities in the Price Bid (Part-II). Price(s) shall be quoted upto F.O.R. destination, 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.</p>	AGREE
	<p>ii) The Bidder shall state clearly the percentage of various Taxes and Surcharge that will be charged extra over his quoted rates.</p>	
	<p>i) 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.</p>	AGREE

	<p><b>iv)</b> Price(s) to be quoted should remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in Taxes &amp; Duties. In case of decrease in rates of statutory taxes &amp; duties, the price would be correspondingly decreased.</p>	<b>AGREE</b>
<b>23</b>	<b>Please note that KoPT does not provide any concessional Sales Tax Form. Full rate of Sales Tax/ VAT should be considered while quoting.</b>	<b>AGREE</b>
<b>24</b>	<p><b><u>EVALUATION CRITERIA :</u></b></p> <p><b>i)</b> Evaluation will be made on the <b>lowest (L1) landed price</b> quoted against individual items among <b>accepted sample(s)</b> and the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) in The Gazette of India 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.</p> <p>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.</p> <p><b>ii)</b> 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.</p>	<b>AGREE</b>
<b>25</b>	<b>INSPECTION AND TESTING</b>	
	Inspection of materials shall be done by Trustees' authorized officers (Plant level safety Committee, HDC) after delivery of material at the Store/Site of Haldia Dock Complex.	<b>AGREE</b>
	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.	<b>AGREE</b>

26	<p><b><u>PAYMENT:</u></b>  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 central store/ site. 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. Payment may be made in maximum three installments.</p>	AGREE
27	<p><b><u>DELIVERY:</u></b>  <b>i) Supply and Delivery against each Part Order</b> has to be completed within <b>60(Sixty)</b> days of receipt of <b>Purchase Order</b>.</p>	AGREE
	<p><b>ii)</b> Materials are to be delivered at Central Stores of M.M. Division, HDC, Haldia. Materials shall be delivered by the supplier at their cost, risk and responsibility up to Site Store(s), MM Division, Haldia Dock Complex.</p>	AGREE
	<p><b>iii)</b> 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 may be removed from the list of approved suppliers.  <b>iv)</b> 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.</p>	AGREE
	<p><b>iii)</b> In case <b>WAY BILL</b> is required to deliver the materials, a 12 days time should be provided by the successful bidder, for preparation of the way bill by HDC. The successful bidder should submit request letter, for issue of way-bill by Haldia Dock Complex. Any delay, on the above accounts beyond the stipulated delivery period, on account of HDC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.</p>	
28	<p><b><u>PACKING:</u></b>  Suppliers shall be responsible for proper packing and delivery of materials in good condition. Materials shall be packed in proper way by the supplier at his own cost and arrangement for protection against damage, loss, leakage, breakage etc.</p>	AGREE

<b>30</b>	<p><b><u>DESPATCH ARRANGEMENTS:</u></b></p> <p>The supplier shall be fully responsible for any transit loss or damage to the materials.</p> <p>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.</p>	<b>AGREE</b>
<b>31</b>	<p><b><u>GUARANTEE AND TEST CERTIFICATE :</u></b></p>	<b>AGREE</b>
	<p>The material shall have to be guaranteed against defects by the supplier for a period of <b>06</b> (Six) months from the date of final acceptance. If any defect, whatsoever, develops during this guarantee period, the same will have to be rectified/ replaced (as the case may be) by the Bidder at their own cost. A Guarantee certificate should be submitted by the supplier along with the delivery materials at Central Store.</p>	
<b>32</b>	<p><b><u>TRANSIT RISK :</u></b></p> <p>Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.</p>	<b>AGREE</b>
<b>33</b>	<p><b><u>DOCK PERMITS :</u></b></p> <p>The successful Bidder shall have to obtain permits from the office of the Manager (MM), HDC at Chiranjibpur or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued against payment of permit cost to the Bidder against receipt of proper application for the same during normal working hours on any working day.</p>	<b>AGREE</b>
<b>34</b>	<p><b><u>REJECTION OF MATERIALS:</u></b></p> <p><b>i)</b> 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.</p> <p>Notwithstanding the inspection and passing of materials by Trustees' authorized person, any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest.</p> <p>The supplier shall replace the materials at his own arrangement and cost within a period of 1 (one) month of all such rejection.</p>	<b>AGREE</b>
	<p><b>ii)</b> Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Central Store, M.M. Division, 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, 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.</p>	<b>AGREE</b>

35	<p><b><u>LIQUIDATED DAMAGES:</u></b></p> <p>i) If the supplier fails to complete the 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 contract. Service Tax on L.D. amount at the prevailing rate will be levied</p> <p>ii) 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.</p>	AGREE
	<p>iii) Any delay on the following account 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.</p> <p>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.</p>	AGREE
36	<p><b><u>RISK PURCHASE:</u></b></p> <p>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).</p>	AGREE
37	<p><b><u>BANNED OR DE - LISTED CONTRACTORS:</u></b></p> <p>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.</p>	AGREE
38	<p><b><u>FORCE MAJEURE:</u></b></p> <p>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.</p>	AGREE



39	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.	AGREE
40	<b><u>JURISDICTION OF COURT :</u></b> The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Kolkata.	AGREE
41	<b><u>WORKMEN COMPENSATION :</u></b> 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.	AGREE
42	<b><u>PERSONAL PROTECTIVE EQUIPMENT(PPE):</u></b> 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.	AGREE
43.	<b><u>SAMPLES :-</u></b> Please submit samples for tendered item (Disposable Dust respirator). Selection will be made from the submitted samples.	AGREE

**DOCUMENTS TO BE UPLOADED****(Documents to be downloaded, filled up, signed, scanned and uploaded)****1. Pre-Qualification Criteria of Tenderers:**

E-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 "**Disposable Half Mask Respirator**" as per Bill of Quantities to Haldia Dock Complex.

**1. Credential as per criteria given below :-**

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

**1. Credential** for supply of **Disposable Respirator/Consumables/Miscellaneous items etc** of Rs. **3,50,000.00** (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 GST Registration Certificate / Provisional Registration Certificate (GSTIN).**

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

Sl. No.	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).	Item description with specification	Quantity/ value of materials supplied
1				
2				
3				
4				
5				

**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**.

[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.

Contd. next page

**TO BE SCANNED AND UPLOADED DULY FILLED IN**

**ANNEXURE-V**

**BIDDER'S INFORMATION**

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

Tender No.

**HDC / MM / OT-02/48/89**

Name of work/Item Description:

SUPPLY AND DELIVERY OF  
**"DISPOSABLE HALF MASK  
RESPIRATOR"** 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.

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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 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.

**TO BE SCANNED AND UPLOADED DULY FILLED IN**

**Annexure-VI**

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

SL. NO.	TARIFF HEAD	WHETHER APPLICABLE (GIVE TICK MARK)	
		YES	NO
1.	SGST		
2.	CGST		
3.	IGST		

**UNPRICED BILL OF QUANTITIES****Tender for supply & delivery of "DISPOSABLE HALF MASK RESPIRATOR"****TENDER No.: HDC / MM / OT-02/48/89**

Sl. 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.	48190215	DISPOSABLE HALF MASK RESPIRATOR (IS: 9473:2002 AND DGMS APPROVED)	No.	30292	

**PART-II**

**ANNEXURE-VIII**

**PRICED BILL OF QUANTITIES**

**TENDER FOR SUPPLY & DELIVERY OF "DISPOSABLE HALF MASK RESPIRATOR" TO HALDIA DOCK COMPLEX**

**TENDER No.: HDC / MM / OT-02/48/89**

Item No.	Item Code	Description Of Item	Unit	Quantity	Unit Rate On F.O.R. Upto HDC's Store At Haldia Basis (Rs /Unit)	SGST (%)	CGST (%)	IGST (%)	Amount Of Landed Cost (Rs /Unit)
					A	B	C	D	E= (A+ (A*B/100+A*C/100+A*D/100))
1.	48190215	DISPOSABLE HALF MASK RESPIRATOR (IS: 9473:2002 AND DGMS APPROVED)	No.	30292					