

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
Plant and Equipment Division

**TENDER NOTICE**

**[Tender No. : SDM(P&E)T/19/2017-2018]**

Sealed bids are invited from the intending bidders, fulfilling “**Minimum Eligibility Criteria (MEC)**” and “**Other Pre-qualification Criteria**”, indicated at Clause Nos. 1.1 & 1.2 respectively, for the following work:-

**“Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.”**

**1.1. MINIMUM ELIGIBILITY CRITERIA (MEC):**

1.1.1. The bidder must be a **manufacturer of Air Conditioners** or an **authorised sales & service dealer** of manufacturer of Air Conditioners or an **authorised distributor** of manufacturer of Air Conditioners.

1.1.2. **The intending Bidder should have experience in executing room air conditioning work and must fulfil following criteria with respect to experience:**

Experience of having successfully completed **similar work** [*supply, delivery, installation & commissioning of room Air Conditioners*] during last **07 years**, ending on **31.08.2017** [i.e. date of completion of job(s) / successful execution of the order should be any date between **01.09.2010** & **31.08.2017**, both dates included], fulfilling any of the following criteria :-

(i) **Three** similar completed work, each costing not less than **₹ 74,400.00** (Indian Rupees: Seventy-four thousand and four hundred) only.

**Or**


(ii) **Two** similar completed work, each costing not less than **₹ 93,000.00** (Indian Rupees: Ninety-three thousand) only.

**Or**

(iii) **One** similar completed work, costing not less than **₹ 1,48,800.00** (Indian Rupees: One lakh forty-eight thousand and eight hundred) only.

1.1.3. **The intending Bidder must fulfil following criteria with respect to financial capability:**

**Average annual financial turnover** of minimum **₹ 55,800.00** (Indian Rupees: Fifty-five thousand and eight hundred) only, during the **last three financial years**, ending on **31.03.2017** or **last three calendar years**, ending on **31.12.2016**.

  
+ **Sr. Dy. Manager (P&E)**  
**September 15, 2017**  
डि. मल्लिक/D. MALLIK  
उप प्रबंधक (पी एंड ई)  
Dy. Manager (P. & E)  
हल्दिया गोदि परिसर  
HALDIA DOCK COMPLEX  
कोलकाता पोर्ट ट्रस्ट  
KOLKATA PORT TRUST



## 1.2. Other Pre-qualification Criteria:

### 1.2.1. The intending Bidder should have –


- a) Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment challan**, if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
- b) Certificate for allotment of **Employees' Provident Fund (EPF) Code No. [Latest challan is to be submitted]**, if applicable. If this is not applicable, the Bidder should submit a declaration (in the form of Affidavit), in this regard.
- c) Registration certificate of **Employees' State Insurance (ESI)** authority, if applicable.

If this is not applicable, necessary document(s) [to establish Non-applicability], along with **affidavit, affirmed before a first-class Judicial Magistrate** to that effect, are to be submitted. Moreover, such bidder(s) shall have to submit a declaration, confirming that they will obtain registration certificate of ESI authority, if required, and they will indemnify **Kolkata Port Trust** against all damages & accident occurring to their labourer (including that of sub-contractor's labourers), in connection with the instant contract, in case they become a Successful Bidder.

- d) PAN Card, issued by Income Tax Department, Government of India.
- e) Goods and Services Tax (GST) Registration Certificate, issued by Government of India.
- f) **Valid Trade licence or Trade Certificate of Enlistment or Certificate of Incorporation or Certificate of Registration or proof of Nationality of any country.**

1.2.2. **Micro & Small Enterprises (MSEs)** registered with **National Small Industries Corporation (NSIC)** [under single point registration scheme] should have Valid **NSIC certificate** and **DIC (District Industries Centre)** Certificate, to get benefit in this regard.

1.2.3. **Scheduled Caste (SC) & Scheduled Tribe (ST)** entrepreneurs should have documentary evidences, to get benefit in this regard.

  
Sr. Dy. Manager (P&E)  
**Haldia Dock Complex**  
**Kolkata Port Trust**  
**September 15, 2017**  
डि. मल्लिक/D. MALLIK  
उप प्रबंधक (पी एंड ई)  
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हल्दिया गोदि परिसर  
HALDIA DOCK COMPLEX  
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KOLKATA PORT TRUST




## **SCHEDULE OF TENDER (SOT)**

**[Tender No. : SDM(P&E)T/19/2017-2018]**

2.1.	<b>Work Title</b>	::	<b>Supply, delivery, installation &amp; commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.</b>
2.2.	<b>Estimated Cost</b>	::	<b>₹ 1,86,000.00</b>
2.3.	<b>Tender Inviting Authority (TIA)</b>	::	<b>Senior Deputy Manager</b> Plant and Equipment Division ; Haldia Dock Complex ; Kolkata Port Trust.  <b><u>Address:</u></b> Operational Administrative Building (1 <sup>st</sup> floor) ; Chiranjibpur; P.O.: Haldia; Dist.: Purba Medinipur ; PIN: -721604 West Bengal, India.  <b>Telephone no. :</b> +91-3224-252526 <b>Mobile no. :</b> +91-9434074411 <b>Fax no. :</b> +91-3224 -252135 <b>E. mail :</b> rnroy.hdc@nic.in
2.4.	<b>Reference Tender No.</b>	::	<b>SDM(P&amp;E)T/19/2017-2018</b>
2.5.	<b>Availability of the Bidding Document</b>	::	<b>The complete Bidding Document and Corrigenda, Addenda, if any, would be available in the following websites:-</b>  i) <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a> of Central Public Procurement Portal. ii) <a href="http://www.kolkataporttrust.gov.in/">http://www.kolkataporttrust.gov.in/</a> of Kolkata Port Trust.  The intending bidders shall have to download the <b>Bidding Document</b> from the aforesaid websites, for submitting their bids.  Downloading of <b>bidding document</b> shall be carried out strictly as provided in the above mentioned websites.  <b>No editing, addition / deletion</b> of matter shall be permitted. If such action is observed at any stage, such bids / offers are liable for <b>outright rejection</b> .



2.6.	<b>Mode of Tender</b>	::	Tenders / Bids should be submitted in <b>sealed covers</b> , by post or by courier or by hand.  <i>Bidders shall not have option of submitting their bids electronically.</i>
2.7.	i) <b>Bid Document Fee</b>	::	The intending bidders should deposit <b>Bid Document Fee</b> of ₹ 100.00 (Indian Rupees: One hundred) only [non-refundable], before the last date & time for submission of bid (or any extension thereof), as per the procedure given in the instant Bidding Document [Reference: <b>ITB Clause No. 3.3</b> ].  However, exemption for <b>Micro &amp; Small Enterprises (MSEs)</b> would be applicable, in line with relevant clauses of the Bidding Document.
	ii) <b>Earnest Money Deposit (EMD)</b>	::	The intending bidders should deposit separately <b>Earnest Money</b> of ₹ 3,720.00 (Indian Rupees: Three thousand seven hundred and twenty) only, before the last date & time for submission of bid (or any extension thereof), as per the procedure given in the instant Bidding Documents [Reference: <b>ITB Clause No. 3.3</b> ].  However, exemption for <b>Micro &amp; Small Enterprises (MSEs)</b> would be applicable, in line with relevant clauses of the Bidding Document.
2.8.	i) <b>Closing date &amp; time</b> for submission of Bid.	::	<b>12.10.2017 upto 14:30 Hrs (IST)</b>
	ii) <b>Date &amp; time of opening</b> of Bid.	::	<b>12.10.2017, 15:00 Hrs. (IST) onwards.</b>

  
**Sr. Dy. Manager (P&E)**  
**September 15, 2017**

डि. मल्लिक/D. MALLIK  
 उप प्रबंधक (पी एंड ई)  
 Dy. Manager (P. & E)  
 हल्दिया गोदि परिसर  
 HALDIA DOCK COMPLEX  
 कोलकाता पोर्ट ट्रस्ट  
 KOLKATA PORT TRUST

कलकत्ता पत्तन न्यास  
KOLKATA PORT TRUST

हल्दिया गोदी परिसर

**HALDIA DOCK COMPLEX**

PLANT & EQUIPMENT DIVISION

*BIDDING DOCUMENT*

**[Tender No.: SDM(P&E)T/19/2017-2018]**

**FOR**

*Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.*



**September – 2017**



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## **PART-1: BID INVITING**





**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**Plant and Equipment Division**

**TENDER NOTICE**

**[Tender No. : SDM(P&E)T/19/2017-2018]**

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**Sr. Dy. Manager (P&E)  
September 15, 2017**





**PART-1:: BID INVITING**  
**Section I : TENDER NOTICE**

**Tender No. :  
SDM(P&E)T/19/2017-2018**

**1.2. Other Pre-qualification Criteria:**

**1.2.1. The intending Bidder should have –**

- a) Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment challan**, if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
- b) Certificate for allotment of **Employees' Provident Fund (EPF) Code No.** [**Latest challan** is to be submitted], if applicable. If this is not applicable, the Bidder should submit a declaration (in the form of Affidavit), in this regard.
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Sr. Dy. Manager (P&E)  
**Haldia Dock Complex**  
**Kolkata Port Trust**  
**September 15, 2017**



## **SCHEDULE OF TENDER (SOT)**

**[Tender No. : SDM(P&E)T/19/2017-2018]**

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**PART-1:: BID INVITING**  
**Section II : SCHEDULE OF TENDER (SOT)**

**Tender No. :  
SDM(P&E)T/19/2017-2018**

2.6.	<b>Mode of Tender</b>	::	Tenders / Bids should be submitted in <b>sealed covers</b> , by post or by courier or by hand.  <i>Bidders shall not have option of submitting their bids electronically.</i>
2.7.	i) <b>Bid Document Fee</b>	::	The intending bidders should deposit <b>Bid Document Fee</b> of <b>₹ 100.00 (Indian Rupees: One hundred) only [non-refundable]</b> , before the last date & time for submission of bid (or any extension thereof), as per the procedure given in the instant Bidding Document [Reference: <b>ITB Clause No. 3.3</b> ].  However, exemption for <b>Micro &amp; Small Enterprises (MSEs)</b> <b>would</b> be applicable, in line with relevant clauses of the Bidding Document.
	ii) <b>Earnest Money Deposit (EMD)</b>	::	The intending bidders should deposit separately <b>Earnest Money</b> of <b>₹ 3,720.00 (Indian Rupees: Three thousand seven hundred and twenty) only</b> , before the last date & time for submission of bid (or any extension thereof), as per the procedure given in the instant Bidding Documents [Reference: <b>ITB Clause No. 3.3</b> ].  However, exemption for <b>Micro &amp; Small Enterprises (MSEs)</b> <b>would</b> be applicable, in line with relevant clauses of the Bidding Document.
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	ii) <b>Date &amp; time of opening</b> of Bid.	::	<b>12.10.2017, 15:00 Hrs. (IST) onwards.</b>

**Sr. Dy. Manager (P&E)**  
**September 15, 2017**

## **PART-2: BIDDING PROCEDURES**





**PART-2:: BIDDING PROCEDURES**  
**Section III: INSTRUCTIONS TO BIDDERS (ITB)**

**Tender No. :  
SDM(P&E)T/19/2017-2018**

**INSTRUCTIONS TO BIDDERS (ITB)**

- 3.1. Bid should be submitted, considering all the details given in the instant Bidding Document, by post or by courier or by hand. *However, Bidders shall not have option of submitting their bids electronically.*
- 3.2. The intending bidders shall have to download the **Bidding Document** from the following websites, for submitting their bid:-

**<http://eprocure.gov.in/cppp/> of Central Public Procurement Portal.**

**<http://www.kolkataporttrust.gov.in/> of Kolkata Port Trust.**

Downloading of **bidding documents** shall be carried out strictly as provided in the abovementioned websites.

**No editing, addition / deletion** of matter shall be permitted. If such action is observed at any stage, such bids / offers are liable for **outright rejection**.

3.3. **Bid Document Fee and Earnest Money Deposit (EMD):**

- 3.3.1. The intending Bidder should deposit **Bid Document Fee** of ₹ 100.00 (Indian Rupees: **One hundred**) only [non-refundable] and **Earnest Money** of ₹ 3,720.00 (Indian Rupees: **Three thousand seven hundred and twenty**) only.
- 3.3.2. The **Bid Document Fee & Earnest Money** should be deposited (*separately*) in the form of a 'CTS – 2010' benchmarked **Banker's Cheque / Demand Draft / Pay Order** of a nationalised / scheduled bank of India, **drawn in favour of 'Kolkata Port Trust, Haldia Dock Complex'** and **payable at Haldia / Kolkata**. In this case the original instruments [Banker's Cheque / Demand Draft / Pay Order] must be submitted along with the **Pre-qualification & Techno-commercial Bid**.
- 3.3.3. **Details of Bid Document Fee & Earnest Money** remitted / deposited should be entered by the participating bidder in the space provided in the form related to **Bid Document Fee & Earnest Money Deposit (Bidding Form- "II")** and submit the same along with the **Pre-qualification & Techno-commercial Bid**.
- 3.3.4. In case the aforesaid **Bid Document Fee and Earnest Money** are not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
- However, **Micro & Small Enterprises (MSEs)** registered with **National Small Industries Corporation (NSIC)** [under Single Point Registration Scheme (SPRS)] , having valid **NSIC Certificate for MSEs** along with **DIC (District Industries Centre) Certificate**, are exempted from depositing **Bid Document Fee and Earnest Money**, with respect to items for which the firm got them registered. Such firms, seeking exemption from depositing **Bid Document Fee and Earnest Money**, *should submit an application, in this regard*.
- 3.3.5. The earnest money instruments [Banker's Cheque / Demand Draft / Pay Order] of all bidders will be kept in safe custody. Only earnest money instrument of the **L-1 bidder** (who would quote minimum rate in totality), will be encashed and the earnest money instruments of other bidders will be returned, after opening of the **Price Bid**. If price bid cannot be opened before expiry of validity of earnest money instrument, then earnest



## PART-2:: BIDDING PROCEDURES

Tender No. :  
SDM(P&E)T/19/2017-2018

### Section III: INSTRUCTIONS TO BIDDERS (ITB)

money instrument of all the bidders will be encashed and amount of EMD will be refunded to bidders [other than **L-1 bidder**], , after opening of the **Price Bid**.

- 3.3.6. In case the bid of **L-1 bidder** is found acceptable to **Kolkata Port Trust (KoPT)** and contract is awarded to them, the Earnest Money Deposit of the **successful bidder** shall be retained by **KoPT** till submission of **Security Deposit** and shall be refunded thereafter.
- 3.3.7. In case, **L-1 bid** is not found acceptable to **Kolkata Port Trust (KoPT)**, Earnest Money Deposit of the **L-1 bidder** shall be refunded after the decision in this regard is finalised by **KoPT**.

No interest shall be payable on the account of Earnest Money Deposit in any case.

3.3.8. **Forfeiture of Earnest Money:**

Earnest Money may be liable to be forfeited -

- a) if the Bidder withdraw their bid after opening of the bid but within the validity period of the bid and / or alter / amend any term(s) and /or condition(s) and /or quoted rate(s), within the validity period of the bid {except when option to do the same has been specifically granted by the **Kolkata Port Trust (KoPT)**, in writing} making it unacceptable to **KoPT**;
- Or
- b) if the successful bidder fails to carry out the work or to perform / observe any of the conditions of the contract,

For the purpose of this provision, the validity period shall include any / all extension(s) thereof, agreed by the Bidder, in writing.

**Kolkata Port Trust, Haldia Dock Complex** shall also be at liberty to deduct any of their dues from the Earnest Money. It should, however, be clearly understood that in case of any default in any term(s) and/or condition(s) of the contract, after placement of order but before submission of **Security Deposit**, the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.

3.4. **Sealing , marking and submission of bids:**

- 3.4.1. The bid and required documents should be submitted in **TWO SEALED COVERS**. The contents of the two individual sealed covers will be as follows:

- A) **FIRST SEALED COVER** [Cover – I], for “**Pre-qualification & Techno-commercial Bid**” [this cover should be marked as “**COVER – I: PRE-QUALIFICATION & TECHNO-COMMERCIAL BID**”, mentioning the Tender No. & Subject and name & address of the Bidder], should contain the following documents:
- (i) “**Form of Tender**” [as per the format furnished in **Section IV, (Bidding Form –“I”)**], duly filled in completely, signed & stamped.
- (ii) **Filled up format**, furnished in **Section IV (Bidding Form- “II”)**, for submitting information with respect to Bid Document Fee & Earnest Money remitted / deposited, as per **ITB Clause No. 3.3**.





## PART-2:: BIDDING PROCEDURES

Tender No. :  
SDM(P&E)T/19/2017-2018

### Section III: INSTRUCTIONS TO BIDDERS (ITB)

- (iii) Original instruments [Banker's Cheque / Demand Draft / Pay Order], against **Bid Document Fee & Earnest Money**, as indicated in the aforesaid filled up format [**Bidding Form – “II”**].
- (iv) Application and photocopies of the documents [duly signed and stamped on each page], in connection with exemption from depositing **Bid Document Fee and Earnest Money**, in line with **Clause No. 3.3.4**, if applicable.
- (v) **Filled up format**, furnished in **Section IV (Bidding Form- “IIP”)**, to establish eligibility as per **Clause Nos. 1.1.1 to 1.1.3**.
- (vi) **Documents** [duly signed and stamped on each page] to establish eligibility of the bidders, with respect to “**Minimum Eligibility Criteria (MEC)**”, as per **Clause No. 1.1** [as indicated in the aforesaid filled up format (**Bidding Form – “IIP”**)], as detailed below:

- a) Photocopy of **valid authorisation of manufacturer of Air Conditioners**, in line with **Clause No. 1.1.1**, in case the bidder is an **authorised sales & service dealer** of manufacturer of Air Conditioners or an **authorised distributor** of manufacturer of Air Conditioners.
- b) Photocopy of **order letter(s)**, along with **documentary evidences in support of execution** [should not be self-declared document(s), but should be document(s) containing the signature of the concerned employer / client, certifying completion of work / successful execution of the order], to establish eligibility as per **Clause No. 1.1.2**.

**Experience as sub-contractor shall not be considered.**

- c) **Audited Balance Sheets and Profit & Loss Accounts** for the **last three financial years, ending on 31.03.2017 or last three calendar years ending on 31.12.2016**, to establish eligibility as per **Clause No. 1.1.3**.

**No self-declared document(s) would be accepted for this purpose.**

In absence of **audited Balance Sheet and Profit & Loss Account** for the last financial year ending on **31.03.2017**, a certification regarding financial turnover (for the last financial year ending on 31.03.2016) shall have to be submitted from the **statutory auditor of the company / firm**. As soon as the audited Balance Sheet and Profit & Loss Account would become available, the same should be submitted immediately. If it is found that the financial turnover shown in the certification of the statutory auditor, is not matching with the financial turnover shown in the audited Balance Sheet and as a result the bidder(s) becoming ineligible with respect to financial capability, then the Earnest Money Deposit (EMD) of the said bidder(s) would be forfeited. Moreover, HDC may take further action against the said bidder(s), including cancellation of order (for the Successful Bidder).

- (vii) **Filled up format**, furnished in **Section IV (Bidding Form- “IV”)**, to establish eligibility as per **Clause Nos. 1.2.1 to 1.2.3**.



## PART-2:: BIDDING PROCEDURES

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### Section III: INSTRUCTIONS TO BIDDERS (ITB)

- (viii) **Documents** [ duly signed and stamped on each page] to establish eligibility of the bidders , with respect to “**Other Pre-qualification Criteria**”, as per **Clause No. 1.2** [as indicated in the aforesaid filled up format (**Bidding Form – “IV”**)], as detailed below:
    - a) **Supporting documents, declaration, affidavit etc., as applicable**, to establish eligibility as per **Clause No. 1.2.1**, as indicated in the aforesaid filled up formats.
    - b) Documentary evidence, as per **Clause No. 1.2.2** [for Micro & Small Enterprises].
    - c) Documentary evidence, as per **Clause No. 1.2.3** [for SC or ST entrepreneurs]
  - (ix) **Filled up format**, furnished in **Section IV (Bidding Form- “V”)**, for submitting “General Information of the Bidder”.
  - (x) Declaration regarding Banning / Delisting, Bidding Document downloaded from website , Price Bid , etc. [as per the format furnished in **Section IV (Bidding Form –“VI” )**].
  - (xi) **Deviations (if any) with respect to Techno-commercial terms & conditions** (considering all **addenda / corrigenda** issued, if any) [as per the format furnished in **Section IV (Bidding Form –“VII”)**]. *If there is no deviation, the Bidder should write “NO DEVIATION” in the space under “Deviation”*.
  - (xii) Format for indicating the applicable rates of **Goods and Services Tax (GST)** [as per the format furnished in **Section IV (Bidding Form – “VIII”)**], duly filled in completely, signed & stamped.
  - (xiii) Technical specification of the Air Conditioners, for which the rate has been quoted.
  - (xiv) **One copy of this Bidding Document [except blank Bidding Forms & Price Schedule Form (For Price Bid), but including PRICE SCHEDULE FORM (For Techno-Commercial Bid) {placed at Section V}],** duly signed and stamped on each page, as token of acceptance.
- B) **SECOND SEALED COVER** [Cover – II], for “**Price Bid**” [this cover should be marked as “**Cover – II: Price Bid**”, mentioning the Tender No. & Subject and name & address of the Bidder], should contain the priced “**PRICE SCHEDULE**”, containing the rates and amounts against each item and **Total Price** (both “**in figures**” & “**in words**”), in the appropriate places, as per the “**PRICE SCHEDULE FORM**” (**for Price Bid**) { placed at **Section VI** }, duly signed by the authorised person of the Bidder with their office seal.

No extraneous condition or modification shall be mentioned in the “Price Bid”. If any bidder considers inclusion any condition to be essential, the same may be mentioned in “**PRE-QUALIFICATION & TECHNO-COMMERCIAL BID**” [**Cover-I**] only and must be restricted to that section alone.

- 3.4.2. Both the above covers shall be sealed separately and put together in a single sealed envelope, mentioning the Tender No. & Subject and name & address of the Bidder on said sealed common envelope.





## PART-2:: BIDDING PROCEDURES

### Section III: INSTRUCTIONS TO BIDDERS (ITB)

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- 3.4.3. Before submitting the sealed common envelope, as mentioned above, the bidder must ensure that it contains both the sealed covers, as stated above.
- 3.4.4. The bid shall be typed or written in indelible ink and all pages of the bid shall be stamped and signed by a person duly authorised to sign on behalf of the Bidder.
- 3.4.5. The Bidder shall submit complete bid and the same shall be without alterations, interlineations or erasure effect, except those to accord the instructions issued by KoPT or as may be necessary to correct errors made by the bidders. Person(s) signing the bid shall have to put their signature against all such cancellations, alterations, entries or amendments.
- 3.4.6. Any overwriting should be avoided. In case alteration is required, against any mistake, the same should be clearly cut and correction should be signed by the person(s) signing the bid, on behalf of the Bidder.
- 3.4.7. Any inter-lineation or erasure or alternation shall be valid only if they are signed by the person signing the bid.

#### 3.5. Deadline for submission of bids:

The bid should reach within the **Closing date & time** for submission of Bid [Pre-qualification & Techno-commercial Bid and price Bid], stipulated at **SOT Clause No. 2.8**, at the Office of **Plant & Equipment (P&E) Division**, at the following address:-

**“Haldia Dock Complex; Operational Administrative Building (1<sup>st</sup> floor); Chiranjibpur ; P.O.: Haldia; PIN –721604; Dist. : Purba Medinipur, West Bengal, India”.**

*The aforesaid date & time will not be extended under any situation, after due date is over.* However, if the office is closed on the stipulated date & time, due to unforeseen holiday / bandh, bid will be received up to **14:30 Hrs. (IST)**, on the next working day, at the same place.

#### 3.6. Late Bids:

**Kolkata Port Trust, Haldia Dock Complex** shall not be responsible for late receipt of any bid due to postal delay or any other delay for whatsoever reasons. Any bid, that arrives after the deadline for submission of bids (in accordance with **SOT Clause No. 2.8**) shall be declared late, rejected, and returned unopened to the respective bidder.

#### 3.7. Bid opening :

- 3.7.1. The sealed envelopes of the bidders [ including the envelopes containing the **“Price Bid”**], whose bids would be received within the aforesaid deadline for submission of bids, will be opened on the **Date & time of opening of Bid** , stipulated at **SOT Clause No. 2.8**, at the Office of **Plant & Equipment (P&E) Division**, at the following address:

**“Haldia Dock Complex; Operational Administrative Building (1<sup>st</sup> floor); Chiranjibpur ; P.O.: Haldia; PIN –721604; Dist. : Purba Medinipur, West Bengal, India”.**

If the office is closed on the stipulated date & time, due to unforeseen holiday / bandh, the bids will be opened, on the next working day, **15:00 Hrs. (IST)** onwards, at the same place.

- 3.7.2. The authorised signatory of the bidder, who so wishes, may be present on his own or may also depute his representative at the time of opening of the bid.



## PART-2:: BIDDING PROCEDURES

### Section III: INSTRUCTIONS TO BIDDERS (ITB)

Tender No. :  
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3.8. **Validity:**

The **validity of the bids** should **not be less than 60 (sixty) days** from the closing date of submission of Bid (as stipulated at **SOT Clause No. 2.8**).

3.9. **Kolkata Port Trust** reserves the right to accept or reject the bid in part or as a whole and do not bind itself to accept the bid or to assign any reason thereof and no damage claim, whatsoever, will be payable by **Kolkata Port Trust**. Mere opening of the bid shall not construe that the Bidder is considered automatically qualified.

3.10. **Price Basis:**

3.10.1. Prices (both Unit Rates and Amounts) are to be quoted in Indian Rupees (₹) only, for all the items of the PRICE SCHEDULE (A), as per the **“PRICE SCHEDULE FORM” (for Price Bid)** {placed at **Section VI**}. Unit rates of some optional items / additional items, as given at PRICE SCHEDULE (B) of the aforesaid **“PRICE SCHEDULE FORM”**, are also to be quoted in Indian Rupees (₹) only, which would be required for making payment to the Contractor [ in case the said items are used during execution].

Item against which no rate or amount is entered by the Bidder, will not be paid for, when executed and shall be deemed as covered by other rates and amounts in the Priced PRICE SCHEDULE.

3.10.2. *The quantities given in the “PRICE SCHEDULE FORM” are indicative only [which may vary during execution] and are given to provide a common base for tendering and evaluation.* However, the payment will be made on the exact quantity to be executed by the Successful Bidder. No surplus materials will be retained by HDC, KoPT.

3.10.3. Except where otherwise expressly provided, the contractor shall provide all materials, labour and plant and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.

3.10.4. The quoted rates should include, all taxes & duties of Central / State/ Local bodies [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.

The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable KoPT to get due credit against GST paid.

In case of any failure on the above account, GST amount, even if paid by KoPT, shall be recoverable from the Contractor.

3.10.5. Price(s) to be quoted should remain firm till execution of work is completed. No Price escalation is admissible other than statutory increase in Taxes & Duties (within the scheduled completion period).

3.10.6. The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of this Bidding Document, as contained in each of its Clauses and **plea of “Customs Prevailing”** will not be, in any case, admitted as excuse on their part, for infringing any of the terms & conditions.



## PART-2:: BIDDING PROCEDURES

### Section III: INSTRUCTIONS TO BIDDERS (ITB)

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No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the Bidder has not understood the work envisaged in the instant contract.

- 3.10.7. Tools, Tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport etc. required for execution of the whole work will have to be arranged by the Contractor, at their own risk, cost & arrangement, which may be considered, while submitting their rates in the offer.
- 3.10.8. Prior to submitting the bid, the bidders are advised to visit site for total assessment of the job and to get acquainted with the site conditions.
- 3.10.9. The bidders are advised to consult with the concerned Sr. Dy. Manager (P&E), Haldia Dock Complex to clarify their doubts, if any, in respect of the detailed execution of the job.

#### 3.11. Techno-commercial Bid :

- 3.11.1. No techno-commercial deviation and variation will be considered by **KoPT**, except where the Techno-commercial terms and conditions, will be found as impossible and irrelevant to the bidders.
- 3.11.2. If any bidder deliberately gives wrong information or conceals any information / fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid at any stage of execution, without any financial liability, is reserved by **KoPT**.

#### 3.12. Price Bid:

- 3.12.1. The Bidder should quote the **rates, amounts & total price** appropriately in the **PRICE BID** (Cover-II) only, as per the enclosed **“PRICE SCHEDULE FORM” (for Price Bid)** {placed at **Section VI**}. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid. The **total price** shall have to be mentioned **both “in figures” & “in words”**.
- 3.12.2. The **“Price Bid”** should not contain any extraneous condition or modification whatsoever. **Any extraneous condition imposed** therein or **modification made** therein, shall make the bid **“non-responsive”** and the same will be liable for outright rejection.
- 3.12.3. A declaration, considering above, to be submitted [as per **“Bidding Form-VI”**] in **Cover-I**.
- 3.12.4. Any overwriting in the priced **“PRICE SCHEDULE”** should be avoided. In case of a mistake, the same should be clearly cut and correction should be signed on behalf of the Bidder.

#### 3.13. Examination of Pre-qualification Criteria :

At first, the contents of the **Cover-I, related to** Pre-qualification Criteria, will be scrutinized and evaluated. **KoPT** may seek any other detail(s) / document(s) in subsequent course to ascertain & get confirmed about the competence of the Bidder.

In case of shortfall in required documents, in support of fulfilling eligibility criteria by the Bidder (as per **Clauses nos. 1.1 & 1.2**), the bidder would be allowed to submit further documents / clarifications within a period of **maximum 15 (fifteen) days**, from the date of communication, in this respect, to them. In case any bidder fails to submit required further documents / clarifications within the above stipulated time, the tender would be processed in absence of the further





## PART-2:: BIDDING PROCEDURES

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documents / clarifications, which may result in disqualification of the corresponding bidder for the instant tender.

In case it is found that the Eligibility Criteria [in line with per **Clauses nos. 1.1 & 1.2**] has not been fulfilled by the Bidder or otherwise their participation has not been found acceptable to **KoPT**, the respective bid will be treated as non-responsive and “Techno-commercial Bid” [under Cover-I] and “Price Bid” [Cover-II] of the respective bidder will not be considered further.

#### 3.14. Examination of Techno-commercial offer:

After scrutiny of the Pre-qualification Criteria, **Techno-commercial Bids** of the eligible bidders will be scrutinized & evaluated.

To assist in the examination, evaluation and comparison of the **Techno-commercial** bids, clarification(s) may be asked from the bidders. They may also be asked to withdraw any terms / condition mentioned by them in their bids, which are not in conformity with the terms & conditions specified in the **Bidding Document**. The bidders would be allowed to submit such clarification(s) and / or withdrawal, within a period of **maximum 15 (fifteen) days**, from the date of communication, in this respect, to them. In case any bidder fails to submit required clarification(s) / withdrawal within the above stipulated time, the tender would be processed in absence of the clarification(s) / withdrawal, which may result in disqualification of the corresponding bidder for the tender. The request for clarification(s) / withdrawal and the response thereof shall be in writing.

No change in the prices or substance of the bid shall be sought, bided, or permitted, nor any bidder be permitted to withdraw its bid before the expiry of the validity period of the bid, except to confirm the correction of errors discovered during evaluation of the bids.

If on examination of the “**Techno-commercial Bid**” of the bidders, it is found that any bidder has not accepted all Techno-commercial terms & conditions of the Bidding Document [read in conjunction with other parts of this Bidding Document (including all enclosures like “**PRICE SCHEDULE FORM**”, etc.)] or have not withdrawn the additional terms / conditions, mentioned by them, then the “**Price Bid**” part [Cover-II] of such bidder will not be considered [ even if they are pre-qualified in line with **Clauses no. 3.13** ] . Decision of **KoPT** on this matter shall be final.

#### 3.15. Scrutiny & evaluation of Price-Bid:

3.15.1. During evaluation, **total price** quoted against item **Sl. Nos. 1 and 2** of **PRICE SCHEDULE (A)** [excluding GST] shall be considered for evaluation.

Evaluation will be made on the basis of overall lowest offer, thus arrived, subject to fulfilment of all terms & conditions of the instant Bidding Document.

Rates quoted against item **Sl. Nos. 1 to 4** of **PRICE SCHEDULE (B)** will not be considered for evaluation purpose. However, during installation and commissioning, if the materials against aforesaid items are required, then the Contractor would be paid at their quoted rates, for actual quantity used during execution.

3.15.2. It is not obligatory on the part of **KoPT** to accept the lowest bid. They reserve the right to accept a tender in full or in part and / or reject a tender without assigning any reason thereof.

3.15.3. In case it is found that the **total price** (in **Indian Rupees**) [arrived as per the above procedure] is same for two or more bidders and their offers become the lowest offers, the respective bidders will be given chance to submit their fresh Price Bid subject to the



## PART-2:: BIDDING PROCEDURES

### Section III: INSTRUCTIONS TO BIDDERS (ITB)

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condition that the fresh price so quoted must be less than the price quoted earlier by the respective bidders.

- 3.15.4. In the event of acceptance of tender in part, 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, no plea for subsequent withdrawal or the amendment will be entertained.

3.16. **KoPT's right to accept any bid and to reject any or all bids**

**Kolkata Port Trust (KoPT)** reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

3.17. **Notification of award:**

Prior to the expiration of the period of bid validity (or extended validity) **KoPT** shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter (hereinafter called the “**Letter of Acceptance**”) will be treated as “**Order Letter**” and will constitute the formation of the contract.



## PART-2:: BIDDING PROCEDURES

### Section IV: BIDDING FORMS

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SDM(P&E)T/19/2017-2018**

## **BIDDING FORMS**

Table of Bidding Forms

<b>“Bidding Form-I”</b>	FORMAT FOR SUBMITTING FORM OF TENDER.	<b>1 page</b>
<b>“Bidding Form-II”</b>	FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO BID DOCUMENT FEE & EARNEST MONEY DEPOSIT.	<b>1 page</b>
<b>“Bidding Form-III”</b>	FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO MINIMUM ELIGIBILITY CRITERIA (MEC).	<b>2 pages</b>
<b>“Bidding Form-IV”</b>	FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO OTHER PRE-QUALIFICATION CRITERIA.	<b>2 pages</b>
<b>“Bidding Form-V”</b>	FORMAT FOR SUBMITTING GENERAL INFORMATION OF THE BIDDER.	<b>2 pages</b>
<b>“Bidding Form-VI”</b>	FORMAT FOR SUBMITTING DECLARATION REGARDING BANNING / DELISTING, BIDDING DOCUMENT DOWNLOADED FROM WEBSITE, PRICE SCHEDULE, ETC.	<b>1 page</b>
<b>“Bidding Form-VII”</b>	FORMAT FOR SUBMITTING DEVIATIONS WITH RESPECT TO TECHNO-COMMERCIAL TERMS & CONDITIONS.	<b>1 page</b>
<b>“Bidding Form-VIII”</b>	FORMAT FOR INDICATING APPLICABLE RATES OF GOODS AND SERVICES TAX	<b>1 page</b>





## PART-2:: BIDDING PROCEDURES

### Section IV: BIDDING FORMS

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SDM(P&E)T/19/2017-2018

### BIDDING FORM-I

## FORMAT FOR SUBMITTING FORM OF TENDER

[To be printed on the bidder's Letter Head and submitted in the Pre-qualification & Techno-commercial Bid (Part – I)]

### FORM OF TENDER

**Name of Work :** Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.

**Tender No. :** SDM(P&E)T/19/2017-2018

I/We ..... (Name of the bidder) .....of ..... (Address of the bidder) ..... having **examined the site of work** and read the **Bidding Document** [including **all addenda / corrigenda**, issued i.e. .... #], hereby bid and undertake to execute & complete all the work related to **“Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.”**, required to be performed in accordance with the **Schedule of Requirements, Conditions of Contract, Price Schedule**, etc., at the **rates & prices** set out in the priced **Price Schedule** (Bill of Quantities) [submitted separately in the Price Bid (Part – II)], within ..... days from the date of receipt of order to commence the work, in the event of our bid being accepted.

I/We require .....days preliminary time to arrange and procure the materials, tools & tackles, etc. required by the work, from the date of acceptance of bid, before I/we could commence the work.

I/We have deposited **₹ 3,720.00 (Indian Rupees: Three thousand seven hundred and twenty) only** vide Banker's Cheque, Demand Draft / Pay Order No. .... Dated ..... of ..... Bank, as **Earnest Money Deposit**.

I/We agree that the period for which the bid shall remain open for acceptance, shall not be less than ..... **days**, from the closing date of submission of Bid.

**WITNESS:**

( Signature of authorised person of the bidder )

Signature:

Name : \_\_\_\_\_

Name:

Designation : \_\_\_\_\_

(In Block Letters)

Address:

Date : \_\_\_\_\_

Occupation:

(Office Seal)

# Insert Addendum / Corrigendum / Extension No(s), if issued. Otherwise delete this portion.

**PART-2:: BIDDING PROCEDURES****Section IV: BIDDING FORMS****Tender No. :  
SDM(P&E)T/19/2017-2018****BIDDING FORM-II****FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO  
*BID DOCUMENT FEE & EARNEST MONEY DEPOSIT****[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I), duly signed & stamped]***Information with respect to Bid Document Fee & Earnest Money remitted / deposited ,  
as per ITB Clause No. 3.3****Tender No. : SDM(P&E)T/19/2017-2018**

- A) **Bid Document Fee & Earnest Money**, deposited in the form of a ‘CTS – 2010’ benchmarked Banker’s Cheque / Demand Draft / Pay Order :

	<b>Banker’s Cheque / Demand Draft / Pay Order No.</b>	<b>Date</b>	<b>Amount ( in ₹)</b>	<b>Bank Details</b>
<b><u>Bid Document Fee</u></b>				
<b><u>Earnest Money</u></b>				

- B) In case **Micro & Small Enterprises (MSEs)**, registered with **National Small Industries Corporation (NSIC)** [under Single Point Registration Scheme (SPRS)] , seeking exemption from depositing **Bid Document Fee** and **Earnest Money** :

	<b>Issuing Authority</b>	<b>Date of issue</b>	<b>Valid upto</b>
<b><u>NSIC Certificate for MSEs</u></b>			
<b><u>DIC (District Industries Centre) Certificate</u></b>			

**Reference no. of application** (seeking exemption):

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**Signature of authorised person of the bidder  
(with office seal)**

**PART-2:: BIDDING PROCEDURES****Section IV: BIDDING FORMS****Tender No. :  
SDM(P&E)T/19/2017-2018****BIDDING FORM-III****FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO  
MINIMUM ELIGIBILITY CRITERIA (MEC)***[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]***Eligibility information as per Tender Notice Clause No.1.1****Tender No. :** SDM(P&E)T/19/2017-2018**Criteria with respect to Clause No. 1.1.1:**

**Authorisation of Manufacturer of Air Conditioners** (in case the bidder is an authorised sales & service dealer of manufacturer of Air Conditioners or an authorised distributor of manufacturer of Air Conditioners.):

**Date of issue:****Valid upto:****Issuing Authority ( Manufacturer):****Criteria with respect to experience as per Clause No. 1.1.2:**

Sl. No.	Contract No. / Order No. and date	Name of the Employer and Place of work	Contract value ( without tax) [in ₹ ]	Date of completion of work / successful execution of the order
1.				
2.				
3.				



**PART-2:: BIDDING PROCEDURES****Section IV: BIDDING FORMS****Tender No. :  
SDM(P&E)T/19/2017-2018****Contd.....BIDDING FORM-III****Criteria with respect to financial capability as per Clause No. 1.1.3:**

<b>Financial years</b>	<b>Turnover (as per Auditor's Report / Balance Sheet) [in ₹ ]</b>
<b>01.04.2014 to 31.03.2015</b>	
<b>01.04.2015 to 31.03.2016</b>	
<b>01.04.2016 to 31.03.2017</b>	
<b><i>Total</i></b>	
<b><i>Average Annual Turnover</i></b>	

**OR**

<b>Calendar years</b>	<b>Turnover (as per Auditor's Report / Balance Sheet) [in ₹ ]</b>
<b>01.01.2014 to 31.12.2014</b>	
<b>01.01.2015 to 31.12.2015</b>	
<b>01.01.2016 to 31.12.2016</b>	
<b><i>Total</i></b>	
<b><i>Average Annual Turnover</i></b>	

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**Signature of authorised person of the bidder  
(with office seal)**

**PART-2:: BIDDING PROCEDURES****Section IV: BIDDING FORMS****Tender No. :  
SDM(P&E)T/19/2017-2018****BIDDING FORM-IV****FORMAT FOR SUBMITTING INFORMATION WITH RESPECT TO  
OTHER PRE-QUALIFICATION CRITERIA.***[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]***Eligibility information as per Tender Notice Clause No. 1.2****Tender No. :       SDM(P&E)T/19/2017-2018****Criteria with respect to possession of documents as per Clause No. 1.2.1:**

	Requirement	Submitted / Not submitted [Put √ if submitted & X if not submitted]	Validity / For the month
a)			
i)	<b>Profession Tax Clearance Certificate (PTCC) / Profession Tax payment challan</b>	<input type="text"/>	
ii)	Declaration in connection with non-applicability.	<input type="text"/>	-----
b)			
i)	Certificate for allotment of EPF Code No.	<input type="text"/>	-----
ii)	Latest EPF Payment Challan	<input type="text"/>	
iii)	Document in support of non-applicability, along with declaration (in the form of affidavit).	<input type="text"/>	-----
c)			
i)	Registration certificate of ESI Authority.	<input type="text"/>	-----
ii)	Document along with affidavit, declaration and indemnity certificate, in case of non-applicability.	<input type="text"/>	-----
d)			
	PAN Card, issued by Income Tax Department, Government of India.	<input type="text"/>	-----
e)			
	Goods and Services Tax (GST) Registration Certificate, issued by Government of India.	<input type="text"/>	-----



## PART-2:: BIDDING PROCEDURES

### Section IV: BIDDING FORMS

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### Contd.....BIDDING FORM-IV

	Requirement	Submitted / Not submitted [Put √ if submitted & X if not submitted]	Validity / For the month
f)	<b>Trade licence or Trade Certificate of Enlistments or Certificate of incorporation or Certificate of Registration or proof of Nationality of any country.</b>	<input type="checkbox"/>	

### Criteria with respect to possession of documents as per Clause No. 1.2.2:

	Requirement	Submitted / Not submitted [Put √ if submitted & X if not submitted]
i)	<b>NSIC certificate for Micro &amp; Small Enterprises (MSEs).</b>	<input type="checkbox"/>
ii)	<b>DIC (District Industries Centre) Certificate, for Micro &amp; Small Enterprises (MSEs).</b>	<input type="checkbox"/>

### Criteria with respect to possession of documents as per Clause No. 1.2.3:

	Requirement	Submitted /Not submitted [Put √ if submitted & X if not submitted]
	<b>Documentary evidences for getting benefits by Scheduled Caste (SC) &amp; Scheduled Tribe (ST) entrepreneurs.</b>	<input type="checkbox"/>

\_\_\_\_\_  
Signature of authorised person of the bidder  
(with office seal)



**PART-2:: BIDDING PROCEDURES****Section IV: BIDDING FORMS****Tender No. :  
SDM(P&E)T/19/2017-2018****BIDDING FORM-V****FORMAT FOR SUBMITTING GENERAL INFORMATION OF THE BIDDER***[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]***GENERAL INFORMATION OF THE BIDDER****Tender No. : SDM(P&E)T/19/2017-2018**

1.	Legal Name (IN CAPITAL LETTERS)		
2.	a )	Country of Registration / Incorporation / Enlistment	
	b )	Year of Registration / Incorporation / Enlistment	
	c )	Legal address ( in country of Registration / Incorporation / Enlistment )	
	d )	URL of the bidder.	
3.	Information regarding bidder's authorised representative(s) / contact person(s)		
	a )	Name(s)	
	b )	Address(es)	
	c )	Telephone number(s)	
	d )	Facsimile number(s)	
	e )	Electronic mail address	



## PART-2:: BIDDING PROCEDURES

### Section IV: BIDDING FORMS

Tender No. :  
SDM(P&E)T/19/2017-2018

### Contd.....BIDDING FORM-V

4.	a )	Address of the branch office, if any	
	b )	Name of the contact person at branch office	
	c )	Telephone number(s)	
	d )	Facsimile number(s)	
	e )	Electronic mail address	
5.	Whether the bidder is a <b>Proprietorship Firm</b> or <b>Partnership Firm</b> or <b>Limited Company</b> .		
6.	<b>Bank details for ECS payment :</b>		
	a )	Bank Account number.	
	b )	Name of the bank.	
	c )	Name of the branch.	
	d )	Address of the branch.	
	e )	Electronic mail address	
	f )	Telephone number & Facsimile number.	
	g )	RTGS code of the branch.	
	h )	MICR code of the branch.	
7.	<b>Income Tax and Goods &amp; Services Tax</b> details (if applicable) :		
	a )	<b>Permanent Account Number (PAN)</b>	
	b )	<b>Goods and Services Tax (GST) Registration Number</b>	
8.	<b>Employees' Provident Fund (EPF) Code No.</b>		
9.	<b>Employees' State Insurance (ESI) Code No.</b>		
10.	Mainlines of business		

\_\_\_\_\_  
Signature of authorised person of the bidder  
(with office seal)



## PART-2:: BIDDING PROCEDURES

### Section IV: BIDDING FORMS

Tender No. :  
SDM(P&E)T/19/2017-2018

### **BIDDING FORM-VI**

#### **FORMAT FOR SUBMITTING DECLARATION REGARDING BANNING / DELISTING, BIDDING DOCUMENT DOWNLOADED FROM WEBSITE, PRICE SCHEDULE, ETC.**

*[To be printed on the bidder's Letter Head and submitted in the Pre-qualification & Techno-commercial Bid (Part – I)]*

**Name of Work :** Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.

**Tender No. :** SDM(P&E)T/19/2017-2018

I ....., the authorized signatory of the ..... (Name of the Company /Firm) do hereby declare / confirm that :

- \* (i) I / We have not been **debarred** or **delisted** by any Government or Quasi-Government Agencies or Public Sector Undertaking in India.
- (ii) I / we have not made any **addition / modification / alteration** in the **Bidding Document** hosted in the websites [<http://eprocure.gov.in/cppp/> and <http://www.kolkataporttrust.gov.in/>]. If any stage, addition / modification / alteration is noticed in the bidding document submitted by us (duly signed & stamped as token of acceptance), then **Kolkata Port Trust** reserve the right to reject our bid or cancel the contract (in case of placement of order with us) and we may be barred from participating in future tenders of **Kolkata Port Trust**.
- (iii) There is **no change in the “PRICE SCHEDULE FORM”** submitted by us (duly signed & stamped) in the Techno-commercial Bid.
- (iv) The **rates and amounts have been quoted in the appropriate places in the “Price Bid” (Cover-II) only. Price Bid (Cover-II) contains the priced “PRICE SCHEDULE” only and no extraneous condition or modification has been mentioned in the “Price Bid”.**

In case it is found that the above declaration is not correct, **Kolkata Port Trust** reserves the right to reject our offer.

\_\_\_\_\_  
**Signature of authorised person of the bidder**  
(with office seal)

\* In case the firm has been debarred or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly, after modifying the sentence, suitably.



**PART-2:: BIDDING PROCEDURES****Section IV: BIDDING FORMS****Tender No. :  
SDM(P&E)T/19/2017-2018****BIDDING FORM-VII****FORMAT FOR SUBMITTING DEVIATIONS WITH RESPECT TO  
TECHNO-COMMERCIAL TERMS & CONDITIONS***[To be printed on the bidder's Letter Head and submitted in the Pre-qualification & Techno-commercial Bid (Part – I)]*

**Name of Work :** Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.

**Tender No. :** SDM(P&E)T/19/2017-2018

I ....., the authorized signatory of the ..... (Name of the Company /Firm) do hereby declare / confirm that :

I / we have offered the prices against all items of the **PRICE SCHEDULE**, considering all the terms and conditions of the subject Bidding Document [considering all addenda / corrigenda issued \* ], except the following deviations & variations. These deviations & variations are exhaustive and there is no other deviation in our offer, i.e. except the following deviations & variations, all other terms and conditions of the Bidding Document [considering all addenda / corrigenda issued \* ] are accepted by us and the entire job will be executed (in case of award of contract, in our favour) as per the stipulations of the Bidding Document [considering all addenda / corrigenda issued \* ], except these deviations & variations.

Sl. No.	Section & Clause No.	Deviation

\_\_\_\_\_  
**Signature of authorised person of the bidder  
(with office seal)**

\* Delete these portions, if no addenda / corrigenda is issued.

**PART-2:: BIDDING PROCEDURES****Section IV: BIDDING FORMS****Tender No. :  
SDM(P&E)T/19/2017-2018****BIDDING FORM-VIII****FORMAT FOR INDICATING APPLICABLE RATES OF GOODS AND SERVICES TAX***[To be filled up and submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]***Tender No. : SDM(P&E)T/19/2017-2018**

<b>Sl. No. as per PRICE SCHEDULE (A)</b>	<b>HSN / SAC CODE</b>	<b>Applicable rate of GST [in percentage (%)]</b>
1.		
2.		

<b>Sl. No. as per PRICE SCHEDULE FORM (B)</b>	<b>HSN / SAC CODE</b>	<b>Applicable rate of GST [in percentage (%)]</b>
1.		
2.		
3.		
4.		

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**Signature of authorised person of the bidder  
(with office seal)**



## PART-2:: BIDDING PROCEDURES

### Section V: PRICE SCHEDULE FORM (FOR TECHNO-COMMERCIAL BID)

Tender No. :  
SDM(P&E)T/19/2017-2018

### PRICE SCHEDULE FORM ( For Techno-Commercial Bid)

*[To be submitted in the Pre-qualification & Techno-commercial Bid (Part – I) , duly signed & stamped]*

**Tender No.: SDM(P&E)T/19/2017-2018**

**for**

Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.

#### **Preamble:**

1. The “**Price Schedule Form**” is to be read in conjunction with the “**Instructions To Bidders (ITB)**” and other terms & conditions [including **Schedule Of Requirements (SOR)**] of the Bidding Document, considering all addenda / corrigenda (if issued).
2. The Bidder shall quote their price, as per the “**Price Schedule Form**”.
3. The prices should be quoted, against all items, in **Indian Rupees (₹)** only, as per this “**Price Schedule Form**” in the Price bid (Part-II), without any condition or deviation. The **total price** shall have to be mentioned both “**in figures**” & “**in words**.”  
Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.
4. The rates against each item should be quoted on *F.O.R. HDC’s site* at Haldia basis.
5. The quoted rates should include, all taxes & duties of Central / State/ Local bodies [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.

**PART-2:: BIDDING PROCEDURES****Section V: PRICE SCHEDULE FORM  
(FOR TECHNO-COMMERCIAL BID)****Tender No. :  
SDM(P&E)T/19/2017-2018****PRICE SCHEDULE****Tender No.: SDM(P&E)T/19/2017-2018****for**

Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.

**PRICE SCHEDULE (A)**

Sl. No.	Description	Quantity	Unit rate (in ₹)	Amount (in ₹)
1.	Supply and delivery of 2.0 TR new Split Air Conditioner [with Rotary Compressor], having 3 Star BEE rating, as detailed in the SCHEDULE OF REQUIREMENTS (SOR) of the instant Bidding Document.	4 set	<b><u>NOT TO BE QUOTED HERE</u></b>	
2.	Installation & commissioning of 2.0 TR Split Air Conditioner, as detailed in the SCHEDULE OF REQUIREMENTS (SOR) of the instant Bidding Document.	4 set	<b><u>NOT TO BE QUOTED HERE</u></b>	

**TOTAL ( in figure): ₹**Total Price ( in words) : **Indian Rupees** **only.****PRICE SCHEDULE (B)**

Sl. No.	Description	Unit rate (in ₹)
1.	Refrigerant Copper Pipe (between outdoor unit & indoor unit) per metre.	<b><u>NOT TO BE QUOTED HERE</u></b>
2.	Drainage Pipe per metre.	
3.	Electric Wire (between outdoor unit & indoor unit) per metre.	
4.	MS Bracket (Iron Stand for holding outdoor unit) per set.	

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Signature of the authorized representative of the bidder  
(with name, designation, date and office seal)





## PART-2:: BIDDING PROCEDURES

### Section VI: PRICE SCHEDULE FORM (FOR PRICE BID)

Tender No. :  
SDM(P&E)T/19/2017-2018

### **PRICE SCHEDULE FORM**

#### **( For Price Bid)**

*[To be submitted in the Price Bid (Part – II) , duly filled up, signed & stamped]*

**Tender No.: SDM(P&E)T/19/2017-2018**

**for**

Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.

#### **Preamble:**

1. The “**Price Schedule Form**” is to be read in conjunction with the “**Instructions To Bidders (ITB)**” and other terms & conditions [including **Schedule Of Requirements (SOR)**] of the Bidding Document, considering all addenda / corrigenda (if issued).
2. The Bidder shall quote their price, as per the “**Price Schedule Form**”.
3. The prices should be quoted, against all items, **in Indian Rupees (₹)** only, as per this “**Price Schedule Form**” in the Price bid (Part-II), without any condition or deviation. The **total price** shall have to be mentioned both “**in figures**” & “**in words**”.

Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

4. The rates against each item should be quoted on *F.O.R. HDC's site* at Haldia basis.
5. The quoted rates should include, all taxes & duties of Central / State/ Local bodies [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.

**PART-2:: BIDDING PROCEDURES****Section VI: PRICE SCHEDULE FORM (FOR PRICE BID)****Tender No. :  
SDM(P&E)T/19/2017-2018****PRICE SCHEDULE****Tender No.: SDM(P&E)T/19/2017-2018****for**

Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia.

**PRICE SCHEDULE (A)**

<b>Sl. No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit rate (in ₹)</b>	<b>Amount (in ₹)</b>
1.	Supply and delivery of 2.0 TR new Split Air Conditioner [with Rotary Compressor], having 3 Star BEE rating, as detailed in the SCHEDULE OF REQUIREMENTS (SOR) of the instant Bidding Document.	4 set		
2.	Installation & commissioning of 2.0 TR Split Air Conditioner, as detailed in the SCHEDULE OF REQUIREMENTS (SOR) of the instant Bidding Document.	4 set		

**TOTAL ( in figure): ₹**

Total Price ( in words) : **Indian Rupees** **only.**

**PRICE SCHEDULE (B)**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit rate (in ₹)</b>
1.	Refrigerant Copper Pipe (between outdoor unit & indoor unit) per metre.	
2.	Drainage Pipe per metre.	
3.	Electric Wire (between outdoor unit & indoor unit) per metre.	
4.	MS Bracket (Iron Stand for holding outdoor unit) per set.	

\_\_\_\_\_  
Signature of the authorized representative of the bidder  
(with name, designation, date and office seal)

## **PART-3: WORK REQUIREMENTS**



## **PART-3:: WORK REQUIREMENTS**

### **Section VII: SCHEDULE OF REQUIREMENTS (SOR)**

**Tender No. :  
SDM(P&E)T/19/2017-2018**

#### **SCHEDULE OF REQUIREMENTS (SOR)**

##### **7.1. Scope of Work:**

- 7.1.1. The work comprises of “Supply, delivery, installation & commissioning of four (04) sets of new 2.0 TR split type room Air Conditioner, at the Dispensary and Physiotherapy sections of Port Hospital, Haldia Dock Complex, Kolkata Port Trust, at Haldia”. The aforesaid Air Conditioners will be under the custody of the Contractor, till completion installation and commissioning of the same.
- 7.1.2. In connection with installation of the Air Conditioners, necessary MS Brackets, additional copper pipe, additional drainage pipe and additional electric wire, as required for complete execution of the job, shall have to be provided by the Contractor [for which in necessary payment (in addition to the installation & commissioning charge) would be made by HDC].
- 7.1.3. The installation charge for Air Conditioners includes installation of required length of copper refrigerant pipe & electric wire, between outdoor unit & indoor unit, charging refrigerant gas and fitment of drainage pipe.
- 7.1.4. Power supply up to the Air Conditioners will be provided by HDC.
- 7.1.5. In connection with installation and commissioning of the Air Conditioners, installation of required MS Brackets, necessary masonry work, necessary mending good work, dressing of pipe & cabling work, etc., including supply of necessary hardware materials, insulating materials for copper pipes, lapping tape, etc. shall have to be done by the contractor without any extra cost.
- 7.1.6. The installation work includes earthing of the Air Conditioners, as per relevant Indian Standard Specification, with the nearest earthing point, to be provided by HDC.
- 7.1.7. Free service shall be provided against each Air Conditioner unit, during the Guarantee Period of 12 months from the date of complete execution of the work (commissioning of the Air Conditioners). Even in case of no complain, at least 04 (four) free services are required to be provided during the aforesaid Guarantee Period (12 months) for routine servicing. Each Air Conditioner unit is also to be cleaned thoroughly once during the Guarantee Period of 12 months.

##### **7.2. Technical Specification of the Air Conditioners :**

- 7.2.1. The Air Conditioners, to be supplied, should be High Wall Split Type (with remote control), having minimum 3 Star BEE Rating.
- 7.2.2. *The cooling coils of indoor units and condenser coils of the outdoor units should be of copper only.*
- 7.2.3. The Air Conditioners should be fitted with rotary compressors and shall be suitable for operation on single phase AC supply.
- 7.2.4. The Air Conditioners are to be supplied with copper refrigerant pipe (standard length of 3.0 running metre) & electric wire (standard length of 3.0 running metre), between outdoor unit & indoor unit, and standard length of drainage pipe.





## PART-3:: WORK REQUIREMENTS

### Section VII: SCHEDULE OF REQUIREMENTS (SOR)

Tender No. :  
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- 7.2.5. Preferred make / brand for the Air Conditioners : Mitsubishi / Daikin / Hitachi / Blue Star / Carrier/ Carrier Midea / Voltas / Samsung / Whirlpool / Godrej / LG / Videocon / Weather Makers.
- 7.3. In connection with aforesaid work, transportation and handling of all materials should be done by the Contractor at their own risk, cost and arrangement.
- 7.4. The Contractor must make their own arrangements for delivery of all materials, as well as for careful and proper unloading at **H.D.C.'s site**. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading at the designated point shall rest with the Contractor. All transit risk will be to Contractor's account.
- 7.5. All materials required for the entire work should be as per latest Indian Standard (IS) issued by **Bureau of Indian Standard**, as applicable, if not specified otherwise in this Bidding Document.
- The entire job should be executed in accordance with the requirements of following Acts and rules, including latest amendments:
- a) Indian Electricity Rules – 1956
  - b) Electricity Laws (Amendment) Ordinance, 1997
  - c) Central Electricity Authority Rules, 1977
  - d) Central Electricity Authority Regulations, 1979
  - e) Indian Electricity Act, 2003
- 7.6. The supply, installation and commissioning of all items required for this work should be complied with the above Acts & Rules and relevant Code of Practice of the **Bureau of Indian Standard**, including National Electrical Code, if not specified otherwise.
- 7.7. Relevant aspects of following Rules / Code of Practices should also be followed and complied with:
- i) Indian Factories Act
  - ii) Dock Workers (Safety, Health & Welfare) Act, 1987
  - iii) The Workmen's Compensation Act, 1923
  - iv) The Minimum Wages Act, 1948
  - v) The Contract Labour (Regulation & Abolition) Act, 1970
  - vi) Other Local Regulations
- 7.8. If during execution of work any damage takes place in the property of HDC, the same will have to be mended good by the contractor at their risk, cost and arrangement. Otherwise the same will be repaired / replaced by HDC, either departmentally or through outside agency and the cost of repairing / replacement will be recovered from the contractor, along with overhead charges @19.25%.
- 7.9. The Contractor should arrange, at their own cost, all necessary tools, tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport etc., required for the execution of total work.
- 7.10. Electricity and water, if required, will be provided free of cost for the purpose of execution of the work at site.

## **PART-4: CONDITIONS OF CONTRACT**



## **PART-4:: CONDITIONS OF CONTRACT**

### **Section VIII: CONDITIONS OF CONTRACT**

**Tender No. :  
SDM(P&E)T/19/2017-2018**

#### **8.1. Price:**

- 8.1.1. The quoted rates should include, all taxes & duties of Central/ State/ Local bodies [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.

The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable KoPT to get due credit against GST paid.

In case of any failure on the above account, GST amount, even if paid by KoPT, shall be recoverable from the Contractor.

- 8.1.2. The above price(s) should remain firm till all the jobs are completed. No Price escalation is admissible other than statutory increase in Taxes & Duties (within the scheduled completion period).
- 8.1.3. Except where otherwise expressly provided, the contractor shall provide all materials, labour and plant and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
- 8.1.4. Tools, Tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport etc. required for execution of the whole work will have to be arranged by the Contractor, at their own risk, cost & arrangement.

#### **8.2. Completion Period:**

All the jobs as per “Schedule Of Requirement (SOR)” and “PRICE SCHEDULE FORM” are to be completed within **30 (thirty) days** from the date of placement of the order, on the successful bidder.

#### **8.3. Inspection & Testing:**

- 8.3.1. Physical checking & verification of the Air Conditioners will be carried out at store / site / premises, as per the technical specifications, based on Manufacturer’s test certificate, as applicable. For other materials, required for installation, visual inspection will be carried out at site, as applicable.
- 8.3.2. During execution of the work as well as after completion of the jobs, the same will be inspected and tested jointly by the authorized representative of HDC, KoPT and the Contractor.
- 8.3.3. Physical checking of the materials to be supplied, work under execution and executed work will be carried out at site, based on the “Schedule of Requirements (SOR)”. The Contractor will have to provide all facilities for inspection of the materials and executed work, at their own risk, cost and arrangement.



## PART-4:: CONDITIONS OF CONTRACT

### Section VIII: CONDITIONS OF CONTRACT

Tender No. :  
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- 8.3.4. The materials supplied by the supplier should strictly conform to the laid down specification of the order. Samples from the supplies may be drawn for testing by **KoPT's** own arrangement or by Government Test House and if found to be inferior to the laid down specification of order, the materials will be rejected in whole or in part and the Contractor shall be debited with the cost of test and rejected materials shall have to be replaced by the Contractor at their own cost.
- 8.3.5. After completion of installation, the Air Conditioners would be put into operation for a period of 03 days, for checking of overall performance of the air conditioning units. On satisfactory performance the completion certificate will be issued and the Air Conditioners will be taken over by HDC.
- 8.3.6. Inspection & testing of the work by the authorized representative of HDC, KoPT shall not relieve the Contractor from his obligation for conforming to the quality, workmanship, guaranteeing the performance, etc. as per the contract.
- 8.4. Sr. Dy. Manager (P&E), HDC, KoPT shall have the power to order the Contractor to make any variation of the quantity, quality or form of the work or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order, shall have to accept the same and execute the work in that way.
- 8.5. **Payment terms:**
- 8.5.1. *The quantities shown in the "PRICE SCHEDULE" are indicative only [which may vary during execution] and are given to provide a common base for tendering and evaluation. However, the payment will be made on the exact quantity, which would be executed by the Successful Bidder.*
- 8.5.2. 100% payment (including payment towards supply of optional items / additional items) will be made within 30 days, after successful completion of the work, in line with the "Schedule Of Requirement (SOR)" and "PRICE SCHEDULE FORM" of the instant Bidding Document, against submission of clear & unambiguous bill, along with certification against supply & delivery and installation, testing & commissioning, as applicable.
- 8.5.3. Bills should be submitted, **in triplicate**, to the office of **Plant & Equipment Division, Haldia Dock Complex** along with along with certification against supply & delivery and installation, testing & commissioning, as applicable.
- 8.5.4. Payment will be made in Indian Rupees through the banker of the Contractor (i.e. through **ECS**). During submission of bill(s), the following information must be submitted by the Contractor regarding their banker:
- Bank Account number.
  - Name of the bank.
  - Name of the branch.
  - Address of the branch.
  - MICR code of the branch.
- 8.6. **Rejection of materials:**
- During execution, if any material is found to be defective / damage and not conforming to the relevant specification, the same is liable to be rejected and the Contractor shall replace the same at their own cost and arrangement at the earliest. The rejected materials shall be at the Contractor's





## PART-4:: CONDITIONS OF CONTRACT

### Section VIII: CONDITIONS OF CONTRACT

Tender No. :  
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risk, which must be collected from the store / site of **HDC, KoPT** within a fortnight, from the date of rejection. If the Contractor fails to remove the rejected materials within the aforesaid specified period, **KoPT** shall have the right to dispose off the same and the Contractor shall have no claim over **KoPT** in respect of the said rejected materials.

#### 8.7. Guarantee:

- 8.7.1. The Air Conditioners & other materials supplied and work executed by the Contractor will be guaranteed for a period of **12 (twelve) months from the date of complete execution of the work**. Additional warrantee of four years, on compressors, would be applicable.
- 8.7.2. The Contractor shall be responsible for making good, with all possible speed, at their expense, any defect, which may occur before expiry of **12 (twelve) months from the date of complete execution of the work**.
- 8.7.3. Inspection & testing of the work by the authorized representative of HDC, KoPT shall not relieve the Contractor from his liability of guaranteeing against defective materials, workmanship, etc. and full satisfactory performance within the aforesaid Guarantee Period.

#### 8.8. Security Deposit:

- 8.8.1. The Contractor shall have to deposit **10%** of the total order value, within **15 (fifteen) days** from the date of placement of order, by '**CTS – 2010**' benchmarked Banker's **Cheque / Demand Draft** of a **Nationalized Bank of India / Scheduled Commercial Bank** [drawn in favour of '**Kolkata Port Trust, Haldia Dock Complex**' and payable at **Haldia** ], at HDC's Cash Office, under Finance Division. This amount will be retained as **Security Deposit**, till successful expiry of the guarantee period [i.e. fulfilment of all obligations under Guarantee clause (**Clause No. 8.7**)], towards guaranteeing the performance of the Contractor in execution of the contract.
- 8.8.2. No interest / charge of whatsoever in nature shall be paid by the Employer on the amount of **Security Deposit** held by the Employer, at any stage.
- 8.8.3. The **Security Deposit** shall be liable to be forfeited, if the Contractor fails to carry out the work or to perform / observe any of the conditions of the contract.
- 8.8.4. On successful completion of the contract [i.e. successful expiry of the Guarantee Period (12 months, as per **Clause No. 8.7**)], to the satisfaction of the Engineer, the **Security Deposit** will be returned / refunded to the Contractor, without interest. For this the Contractor shall have to apply, along with "**No Claim Certificate**".

#### 8.9. Extension of Completion Period and Liquidated Damage:

- 8.9.1. In case, **Force Majeure** [as per **Clause No. 8.10**] or any other reason **not attributable to the Contractor** [including hindrance at **HDC's** end] causes delay ( with respect to **Clause No. 8.2**) in completion of the job, the Contractor shall apply to the Engineer in writing for suitable extension of delivery period and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the job, with or without the imposition of **Liquidated Damage Clause** (**Clause No. 8.9.2** hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion time is granted by the Engineer, the **Liquidated Damage Clause** (**Clause No. 8.9.2** hereof) shall apply from its date of



## **PART-4:: CONDITIONS OF CONTRACT**

### **Section VIII: CONDITIONS OF CONTRACT**

**Tender No. :  
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expiry, if the job is not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.

#### **8.9.2. Liquidated Damage :**

If the Contractor fails to complete the job within the stipulated dates or such extension(s) thereof, as may be allowed by the Engineer in writing, the Contractor shall be required to pay as compensation (Liquidated Damage) to KoPT and not as penalty @ ½ % of the **cost of unfinished portion of work, for every week's delay( part of the week would be treated as a full week)**, provided always the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the **total order value**. **KoPT** may, without prejudice to any other method of recovery, deduct the amount of such damages from any money which is due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from their obligation to complete the work or from any other of their obligation or liabilities under the contract.

#### **8.10. Force Majeure:**

In the event of either party being rendered unable by Force Majeure to perform any obligations 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 such 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, Earthquake, Tsunami (caused by earthquake at the ocean bed), War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane / Cyclone, Strike {excluding that of the contractor's supplier(s) or the sub-contractor's employees}. Upon the occurrence of such case and upon its termination, the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately, but not later than 48 (forty-eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

#### **8.11. RISK PURCHASE:**

In case of default in supply or, failure to execute the work as per correct specification or, the approved quality within the time stipulated, **KoPT** are entitled to purchase the items / services from any other source at the risks, costs and expenses of the Contractor (Successful Bidder). Such purchase may comprise the whole or, any portion of the work remaining unfinished or, not approved. In case of risk purchase, extra cost will be borne by the Contractor.