

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Tender No. SDM(P&E)/T/20/2017-18**

TENDER NOTICE FOR WEB- SITE ADVERTISEMENT

TENDER NO.: SDM(P&E)/T/20/2017-18

Work Title:

Sealed Tenders in TWO PART SYSTEM (Part-1: Earnest Money & Techno-commercial Bid and Part-II: Price Bid) in prescribed form are invited from reliable, bonafide & experienced Manufacturers / Suppliers for supply and delivery of Paints & Thinners for Radial Gate Nos. 1 & 3 at Lock Entrance, Haldia Dock Complex.

Scope of Work:

Supply and delivery of Paints & Thinners for Radial Gate Nos. 1 & 3 at Lock Entrance, Haldia Dock Complex.

Pre-Qualification Criteria of Tenderers:

Tender Paper should be accompanied by the following documents (Photo copies) otherwise their offer may be rejected: -

Credential for supply and delivery of Paints for a **cumulative amount of ₹ 26,000.00 (Minimum) in any number of orders**, during last 5 (five) years, to Govt., PSU or Public / Private organization which should be substantiated by producing **Purchase Order** copies along with any one or more of the following documents: -

- i) **Receipted Challan**
- ii) **Certificate of Execution**
- iii) **GRN**
- iv) **Tax Invoice**
- v) **Consignment Note**

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

The bidder should also submit the following statement in support of their above credential.

Order no. & date	Receipted Challan copy/ certificate of execution/GRN etc. as required by the tender issuing authority.	Item description with specification	Value In ₹

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Other required documents:

1.	Photo copy of GST Registration Certificate / Provisional ID Number
2.	Photo copy of current valid Professional Tax Payment Challan (PTPC) , if applicable

Tender Authority:

Sr. Dy.Manager (Plant & Equipment), Haldia Dock Complex, Operational Administrative Building, Chiranjibpur, 1 st Floor, P.O. Haldia , Dist. Purba Medinipur, PIN – 721604, Ph: 03224-252332 / 252616 Telefax No.: 03224-263255, E-mail No. akkar.hdc@nic.in / skdas.hdc@nic.in							
Due Date of submission of Tender:	01.11.2017	Time:	upto 3-00 P.M.	Opening Date (Part-I)	01.11.2017	Time:	After 3-30 P.M.
Tender papers (Non-transferable) will be available from the Office of the Sr. Dy. Manager (Plant & Equipment), Operational Administrative Building, Chiranjibpur, 1 st Floor, P.O. Haldia , Dist. Purba Medinipur, PIN - 721604 or may be downloaded from this Web sites: www.eprocure.gov.in & www.kolkataporttrust.gov.in							
Tender document may be collected in person on request with the undertaking that they meet the above stated Pre-Qualification Criteria.							

COST OF TENDER DOCUMENT

BY HAND: -	
By Hand, the Cost of Tender Papers (non-refundable) ₹ 100=00 per set as mentioned below.	
BY DOWNLODING FROM OUR WEB SITE: -	
Bidder downloading the tender document should submit the tender cost of ₹ 100/- separately by Banker's Cheque or by Demand Draft of any Nationalized Bank/ Scheduled Bank of India drawn in favour of Kolkata Port Trust payable at Haldia along with their offer otherwise their offer will be summarily rejected.	
Last Date for Collection of Bid Documents in person.	01.11.2017 upto 1-00 P.M.
Earnest Money deposit	₹ 500.00 (Rupees five hundred only) separately by Banker's Cheque or by Demand Draft of any Nationalized Bank/ Scheduled Bank of India as mentioned above.
Time of Completion	Within 1(one) month from the date of receipt of order by the supplier.

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OTHER INSTRUCTIONS:

1. Sealed Tender may be submitted either by Post or by the tenderer himself within the specified date and time of submission after which no tender shall be accepted.
2. HDC will not be responsible in any way for postal delay. HDC / KoPT reserves the rights to reject all tenders or to accept any tender in whole or part without assigning any reason thereof.
3. Mere issue 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.
4. In case there is an unscheduled HOLIDAY / BANDH / STRIKE on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same.
5. 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.
6. The trustees reserve the right to reject or to accept the tender in whole or in part without assigning any reason whatsoever thereof.
- 7.0 For Micro & Small Enterprises(MSEs) registered with NSIC: -
- 7.1 **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 or Udyog Adhar.**
- 7.2 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.
- 7.3 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.
- 8.0 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.
- 9.0 *Due date of submission of tender will not be extended under any situation.*
- 10.0 **Other details are in the Tender Document.**

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FORM - A

**DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT
TO BE SUBMITTED ALONGWITH THE TEHNO-COMMERCIAL BID – PART-I (ENVELOPE-I)**

Sr. Dy. Manager (P&E)
Haldia Dock Complex

Tender No.

SDM(P&E)/T/20/2017-18

Name of work/Item Description:

Supply and delivery of Paints & Thinners for
Radial Gate Nos. 1 & 3 at Lock Entrance,
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 GST Registration Certificate?

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 / Suppliers of the tendered materials?

Yes / No

Do you confirm that the hard copy of tender being submitted
is identical to the one downloaded from our web site? In
case the same is found altered / modified in any way, your
offer shall be rejected forthwith and you may be barred from
participating in future tender.

Yes / No

I / We agree to submit the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Pre-qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC, our tender shall be rejected by HDC without any correspondence in this regard.

Date: _____

Signature of the Bidder with Office Seal

Strike out the portion whichever is not applicable



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KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
An ISO-9001: 2008 Organisation
Plant & Equipment Division,
Chiranjibpur, Haldia.
Dist- Purba Midnapore, W.B. PIN-721604
FAX : +91-3224-252135

To

M/s. _____

Dear Sirs,

Subject: Tender for supply and delivery of Paints & Thinners for Radial Gate Nos. 1 & 3 at Lock Entrance, Haldia Dock Complex.

Sealed offers are invited on behalf of Haldia Dock Complex, Kolkata Port Trust in Two Part basis (Part-I : Earnest Money & Techno-commercial Bid and Part-II : Price Bid) for the subject work at Haldia in accordance with the Trustees' sanctioned General Conditions of Contract (1993), attached Terms and conditions of Tender, particular specifications and detailed Bill of Quantities. The above-mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the tender. General Conditions of Contract is also available at HDC's website (www.haldiadock.gov.in).

Last date and time of issue of Tender paper : Upto 13:00 hours of 01.11.2017

Last date and time of submission of Tender : Upto 15:00 hours of 01.11.2017

Date and time for opening of Earnest Money and Techno-Commercial Bid : After 15:30 hours on 01.11.2017

Cost of Tender Document : ₹ 100.00 (Rupees one hundred only) (Non-refundable)

Bid Document (non-transferable) to be submitted at the Address : Office of the Plant & Equipment Division, Operational Administrative Building, (1st Floor), P.O. Haldia, Dist. East Midnapore.

1.0 EARNEST MONEY :

- 1.1 Earnest Money of **₹ 500.00 (Rupees five hundred only)** shall have to be deposited by Banker's Cheque or by Demand Draft of any Nationalized Bank/ Scheduled Bank of India drawn in favour of Kolkata Port Trust payable at Haldia.
- 1.2 Earnest Money in the form of Banker's Cheque/ Demand Draft shall be submitted in a separate sealed envelope marked "EARNEST MONEY" and superscribed with the title of the work, Tender no., Bidder's identity, etc.

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1.3 **Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.**

1.4 **Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme).**

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

2.1 Bidders other than Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) downloading the tender document should submit the tender cost of **₹ 100.00** separately by D.D.)/ Banker's Cheque as per Clause 1.2 above and declaration as given in the FORM – A, along with their offer otherwise their offer will be summarily rejected.

3. MODE OF SUBMISSION OF BID :

3.1 **The Bid shall be submitted in three separate sealed envelopes .** Bidders are requested to strictly adhere to the guide lines while preparing and submitting their bids. Flaws such as improper marking of envelopes, non-inclusion of required documents and enclosing documents in the wrong envelopes may lead to rejection of the Bid.

3.2 The three sealed envelopes shall be filled in and marked in accordance with the instructions.

3.3 ABOUT ENVELOPE :

[Envelope-1 and Envelope-2 together constitutes Part-I of the Bid. Envelope-3 is Part-II of the Bid]

3.4 ENVELOPE-1: Earnest Money + Cost of the Tender Paper + Declaration in FORM – A.

A) Contents :

i) Earnest Money in form of Banker's Cheque / Demand Draft

OR

Documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate.

ii) Cost of the Tender Paper in Demand Draft/ Banker's Cheque

iii) Declaration in FORM – A

B) Marking :

i) Mark "EARNEST MONEY etc.", the name of the work and the bid number in Block Capital Letters at the top of the envelope.

ii) Write the Full Name, the Postal Address and the Telephone/ Fax /E-mail id of the bidder at the bottom left portion of the corresponding envelope.

3.5 ENVELOPE-2: Technical and Commercial Offer without price quotation.

A) Contents :

i) One copy of the tender document marked 'ORIGINAL' complete in all respect, with the Bidder's Signature and Official Seal on every page.

ii) Unequivocal acceptance of the terms and conditions stipulated by Haldia Dock Complex in the tender documents.

iii) Declaration of the Bidder' complete in all respects, including the section on "BANNED AND DELISTED CONTRACTORS" with the Bidder's Signature and Seal affixed. Duly filled in Pro-forma of Bill of Quantities for tech-commercial bid, duly signed and stamped. **[Prices are NOT to be filled in this Part].**

iv) All Documents / Certificates required as per relevant Tender stipulations.

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- v) Any additional documents containing Technical / Commercial Information etc. that the Bidder may wish to furnish.

B) Marking :

Mark **"TECHNO-COMMERCIAL BID"**, the name of the work and the bid number in block capital letters on the top. Write the full name, the postal address and the Telephone/ Fax / E-mail id of the Bidder on the lower left portion of the envelope.

3.6 ENVELOPE-3 : Priced Bill of Quantities [Part-II Bid]

A) Contents :

Bill of Quantities for price bid, duly filled in, signed and stamped. Bidders must not state any terms and conditions in this part. If Bidders consider inclusion any such condition to be essential, the conditions may be stated in Part-I of the Bid, but must be restricted to that part alone.

B) Marking :

- i) Mark **"PRICE BID"**, the name of the work and the bid number in block capital letters on the top.
- ii) Write the full name, the postal address and the Telephone/ Fax/e-mail id of the bidder at the bottom left portion of the envelope.

4. OPENING OF BIDS :

- 4.1 Techno- Commercial Bids (Part-I) will be opened on the date and time mentioned earlier, at the office of the undersigned. Any Bidder who wishes to be present at the time of opening may do so. Out of the two envelopes submitted by the Bidders in Part-I, the Earnest Money envelope will be opened first. The Techno-Commercial Bid will not be opened if it is found that the

i) Requisite Earnest Money and cost of tender paper have not been submitted in the right form
OR

copy of Registration Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) has not been submitted.

- 4.2 Price Bids of only those eligible bidders whose Part-I Bids are complete and in order shall be opened in presence of Bidders or their authorized representatives on time and date to be intimated later separately.
- 4.3 Ko. P. T. reserves the right to reject any or all bids and also to accept any tender in part or, full without assigning any reason thereof.
- 4.4 **Bids received after the stipulated date and time due to any reason whatsoever will not be considered and opened. Ko.P.T. will not be responsible for the loss of the Bid Document or, for the delay in postal transit.**

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- 4.5 In case there is an unscheduled Holiday / Bundh / Strike on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same. In this regard, decision of the undersigned will be final.

Thanking you,

Yours faithfully,

Sr. Dy. Manager (P&E)
Haldia Dock Complex

Enclo:

- | | | |
|----|---|-----------|
| 1. | NIT | Pages 1-3 |
| 2. | FORM-A | Page 4 |
| | Information about tender | Page 5-8 |
| 3. | Terms and Conditions of Tender | Page 9-17 |
| 4. | Declaration of Bidder | Page 18 |
| 5. | Un priced Bill of Quantities (For
Techno-Commercial Bid) | Page 19 |
| 6. | Priced Bill of Quantities (For Price
Bid) | Page 20 |

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TERMS AND CONDITIONS OF TENDER

[TO BE SUBMITTED ALONG TECHNO-COMMERCIAL BID(PART-I) ,ENVELOPE-2]

1. SCOPE OF WORK :

Scope of work will include supply and delivery of Paints & Thinners for Radial Gate Nos. 1 & 3 at Lock Entrance, Haldia Dock Complex as per Bill of Quantities.

2. GENERAL :

- 2.1. 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.
- 2.2. 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 Sr. Dy. Manager (P&E), Haldia Dock Complex, thereon shall be final and binding upon all parties.
- 2.3. If the bidders find discrepancies or omission or have any doubt as to the meaning or intent of any part thereof, they shall write to Sr. Dy. Manager (P&E) who will send a written explanation to all bidders.
- 2.4. The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender. General Conditions of Contract is also available at HDC's website (www.haldiadock.gov.in).
- 2.5. The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
- 2.6. 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.
- 2.7. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.

3. INSTRUCTIONS FOR FILLING UP OF BIDS :

- 3.1. The bid can only be submitted in the name of the bidder in whose name the Bid Documents were issued. The Bid Document issued to the bidder is not transferable.
- 3.2. 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.
- 3.3. Bidders are advised to visit the Lock Entrance Site/Store of Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr.Dy.Manager of P&E 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.
- 3.4. The Bid Document shall be completed in all respects, free from ambiguity and shall be submitted together with requisite information and appendices. They shall be signed and sealed by the bidder on each page as a token of acceptance of terms & conditions of tender.

Signature of the Tenderer with office seal_____

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TERMS AND CONDITIONS OF TENDER(PART-I)

3.5 The bidder should sign the DECLARATION OF THE BIDDER to denote their mode of acceptance and to submit the same along with his offer.

4. VALIDITY :

The tender shall remain open for acceptance for a period of 4 (four) months 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.

5. NON- RESPONSIVE BIDDER :-

5.1 The offer/tender shall be treated as non-responsive, if :

5.2 Four (4) months validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.

5.3 Bid documents are not signed, sealed and submitted in the manner indicated in the tender documents.

5.4 Offer / tender is submitted with any deviation from the tender terms & conditions.

6. EARNEST MONEY AND SECURITY DEPOSIT :

6.1 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.

6.2 The Security Deposit shall be equal to 5% of the total Landed Cost (excluding GST) of the order. 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.

6.3 If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled / Nationalized Bank of India having Branch at Haldia in lieu of Security Deposit.

6.4 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'.

7. PRICES :

7.1 Price should be quoted F.O.R HDC's site/store at Haldia including charges for packing, forwarding, loading, stacking, transportation, unloading, and transit risk, necessary for the complete services as described in the documents i.e. on free delivery basis upto HDC's site/store at Haldia, but excluding GST.

7.3 The Bidder shall state clearly the percentage of GST that will be charged extra over his quoted rates, in **clause No.27**.

Signature of the Tenderer with office seal _____

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TERMS AND CONDITIONS OF TENDER (PART-I)

- 7.4 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.
- 7.5 No Price escalation is admissible other than statutory increase in GST. In case of decrease in rates of statutory GST, the price would be correspondingly decreased.
- 7.6 Any modification (addition /deletion /alteration of GST) in taxes by the GOI shall be applicable.
- 7.7 **Price Bid should be FREE FROM ANY EXTRANEIOUS CONDITION.**
- 7.8 The Price(s) shall be faultless in figures and free from erasing, overwriting correction if any must be initiated by the Bidder.
- 7.9 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should be repeated in words also. In the event of a discrepancy, the following shall be adopted for arriving at the final figures :
- 7.9.1 When there is a difference between the rate in figures and in words, the rate which complies with the amount worked out by the bidder for the item shall be taken as correct.
- 7.9.2 When the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words then the rate quoted by the bidder in words shall be taken as correct and the value of the item shall be worked out accordingly.
- 7.9.3 When the rate quoted by the bidder in figures and in words matches but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and the amount shall be corrected accordingly. Bids containing qualifying expressions are liable to be rejected. Corrections, if any, must be initiated by the bidder.
- 8. EVALUATION CRITERIA :**
- 8.1 Evaluation will be made on the minimum rate quoted against individual items among the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
- 8.2 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.

Signature of the Tenderer with office seal_____

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TERMS AND CONDITIONS OF TENDER(PART-I)

9. GST:

The suppliers shall comply with all requirements of the GST to enable KoPT to avail full credit on buyer's GST. The payment of GST element shall be subject to compliance of the same.

10. PAYMENT :

Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same at designated points and on submission of Bill accompanied with Inspection Certificate, if any, and Challan duly signed by consignee or his authorized representative. The bills should be submitted in quadruplicate to Sr. Dy. Manager (P&E)'s Office with necessary documents e.g., receipted challan in duplicate, test certificate, guarantee certificate inspection report, if any. Payment will be made to Party's Bank Account through **RTGS/NEFT** within 30 (thirty) days of receipt of satisfactory acceptance note of supply and on submission of clear bill.

Supplier(s) should give their Bank Account Number, RTGS code & MICR code etc. and Name and address of Bank in their bills to avail **RTGS/NEFT** payment.

11. TIME OF COMPLETION AND DELIVERY :

- 11.1 Delivery of the materials must be completed within **01(one) month** from the date of receipt of order by the supplier.
- 11.2 Materials shall be delivered by the supplier to HDC's site/store at Haldia at their cost, risk and responsibility.
- 11.3 Delivery period shall binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers.
- 11.4 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.
- 11.5 The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Store/Site. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading and stacking at the designated point shall rest with the Supplier. All transit risk will be to supplier's account. The Bidder must send advance intimation to the concerned Officer as to the proposed dates of delivery of each and every installment of supply together with a list showing quantity and particulars of the material in the consignment. Materials will not be accepted if not accompanied by the authorized representative along with proper Delivery Challan, Inspection/Test Certificate, Guarantee Certificate and other related documents. Delivery of materials will not be accepted on Sundays and Holidays. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account. The authorized representative of the Bidder should be present at the time of delivery.

Signature of the Tenderer with office seal_____

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TERMS AND CONDITIONS OF TENDER(PART-I)

12. DESPATCH ARRANGEMENTS :

The supplier shall be fully responsible for any transit loss or damage to the materials. The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time delivery for jointly noting with the representative of Ko.P.T. the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans for the same. 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.

13. INSPECTION:

- 13.1 Materials will be inspected by the authorized representative of P&E Division at the supplier's premises or at HDC's store/site at Haldia as decided by Sr.Dy.Manager (P&E) for which a clear 15 days time should be provided by the supplier, for inspection, from the date of receipt of inspection offer letter. The successful bidder should offer all facilities for inspection to the HDC's inspector at their own cost and arrangement as and when required. Test Certificates from any Govt. / Govt. Approved Laboratory must be submitted at the time of inspection and along with the supply.

The materials supplied by the supplier should strictly conform to the laid down specifications of the tender / order. If necessary, samples from the supplies may be drawn and tested by the Trustees' own arrangement or at Government / Government Registered Test House after delivery. However, if the same are found to be inferior to the laid down specifications of tender / order, the materials will be rejected and the supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his / their own cost.

- 13.2 No inspection would be carried out without the contractor's internal inspection clearance. It is to be noted that the above inspection and subsequent dispatch clearance will not relieve the contractor of their responsibility of maintaining quality to guarantee performance. If any operational and manufacturing defect would be found in any assembly / sub-assemblies during the performance guarantee period repair / replacement of the same will have to be done by the contractor, free of cost, as stated earlier.

Signature of the Tenderer with office seal_____

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Tender No. SDM(P&E)/T/20/2017-18
TERMS AND CONDITIONS OF TENDER(PART-I)**

14. SPECIFICATIONS:

- 14.1 The materials shall be of good quality. All the bidders should submit the technical datasheet / Catalogues of all the product items they offered, paints, primer and thinner. Any further confirmation regarding the specification should be from the Manufacturer, supported by necessary documents to the satisfaction of the Sr. Dy. Manager (P&E) or his representative.
- 14.2 Material shall be supplied from the fresh lot only; either the lot should not be more than 03 month old at the time of delivery to the HDC stores. If not, should be able to satisfy the inspecting authority at the time of inspection at the HDC stores for acceptance.
- 14.3 All the container of paint materials should be free from defect, sealed packed completely.
- 14.4 All the container of paint materials should be new and free from defect. Container duly sealed condition protected suitably to avoid damage and / or loss in transit and corrosion. Manufacturer's name, Trade Mark, Item description, Quantity, Batch number, date of manufacturing etc. are to be mentioned / printed on the body of each container.
- 14.5 **MAKE: ASIAN/BERGER/NEROLAC/SHALIMER OR EQUIVALENT**

15. CERTIFICATES

15.1 GUARANTEE and GUARANTEE CERTIFICATE

The materials shall have to be guaranteed against defects by the supplier for a period of 6 (six) months from the date of final acceptance. If any defects develop during the guarantee period, the same will be rectified /replaced by the party at their own cost. Delay in honoring the guarantee would cause the guarantee period to be extended for similar period. **Guarantee certificate of the supplier is to be submitted at the time of supply of materials.**

15.2 TEST CERTIFICATE

Batch Test Certificate of all the paints, thinners and primers is to be submitted at the time of inspection and supply of materials.

16. PACKING OF MATERIALS

The Supplier shall be responsible for proper packing and delivery of Stores. The materials should be packed in **New Container** by the Supplier/Manufacturer at their own cost for protection against any damage, loss, breakage or leakage etc. **Manufacturer's name, Trade Mark, Item description, Quantity, Batch number, date of manufacturing etc. are to be mentioned / printed on the body of each container.**

Signature of the Tenderer with office seal_____

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Tender No. SDM(P&E)/T/20/2017-18**

17. TRANSIT RISK :

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

18. PERMITS :

For entry inside the Dock premises, supplier(s) have to obtain permits from the P&E Control Office, Operational Building, 1st Floor at Chiranjibpur, Haldia. Such permits would be issued to them or their representative against receipt of proper application with payment of necessary charges and copy of photo identity proof i. e. Voter card/ Aadhar card etc. on weekdays (excepting Sundays, Saturdays & holidays) within 10 AM to 4 PM.

19. PERSONAL PROTECTIVE EQUIPMENT (PPE):

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

20. REJECTION OF MATERIALS :

Notwithstanding the inspection and passing of materials by Trustees' authorized person (representative of P&E division), any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. The supplier shall at his own arrangement and cost replace within a period of 1 (one) month all such dispatched materials that have either been rejected by Trustees' authorized person [representative of Sr. Dy. Manager (P&E)], or have been found in defective/broken/damaged condition after unloading.

Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Stores, H.D.C. within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials within a reasonable time, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.

21. LIQUIDATED DAMAGES :

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

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

GST on L.D. amount as per law time being in force, shall be levied.

Any delay on the following accounts beyond the time period on account of HDC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.

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

- 21.2 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.

Signature of the Tenderer with office seal_____

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Tender No. SDM(P&E)/T/20/2017-18**

TERMS AND CONDITIONS OF TENDER(PART-I)

21.2 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.

21.3 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.

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

22. RISK PURCHASE :

In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager (P&E), 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).

23. BANNED OR DE - LISTED CONTRACTORS:

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

24. FORCE MAJEURE :

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.

25. JURISDICTION OF COURT :

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.

26. WORKMEN COMPENSATION :

The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

Signature of the Tenderer with office seal_____

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
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27. TO INDICATE THE FOLLOWING DETAILS OF STATUTORY LEVIES

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

Signature of the Tenderer with office seal_____

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Tender No. SDM(P&E)/T/20/2017-18**

TERMS AND CONDITIONS OF TENDER(PART-I)

DECLARATION OF THE BIDDER

**Sr. Dy. Manager (P&E)
Haldia Dock Complex**

I / We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. I / We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the Tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our Tender being accepted in full or, in part, I / we also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with the acceptance thereof in writing by or, on behalf of the Trustees shall form the Contract.

I / We have deposited Requisite Earnest Money with the Trustees'.

OR

I / We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme).

I / We agree that the period for which the Tender shall remain open for acceptance shall not be less than 4 (four) months.

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

(a) I / We hereby declare that I / We have not been banned or, de-listed by any Government or Quasi-Government Agency or Public Sector Unit.

(b) I / We hereby enclose the details of any banned / de-listed imposed on my / our agency by any Govt. / Quasi - Govt. Agency or, PSU.

Date: _____

Place : _____

Signature of the Bidder with Office Seal

Full Name : _____

Address : _____

Telephone: _____

FAX: _____

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Tender No. SDM(P&E)/T/20/2017-18**

Tender for supply & delivery of Paints & Thinners for Radial Gate Nos. 1 & 3 at Lock Entrance, Haldia Dock Complex.

BILL OF QUANTITIES (Un-Priced Bid)

(TO BE SUBMITTED ALONG WITH THE TECHNO COMMRERCIAL BID – PART-I (ENVELOPE-2)

Sl. No.	Item Description	Qty. in Ltrs.	If your offer exactly match to our specification write 'YES' else give your technical details with Make/ Brand.
1	Zinc Phosphate Primer with Hardener (in 20 Ltr. Container)	60	
2	MIO Intermediate Brown (in 20 Ltr. Container)	20	
3	Epoxy Coal-tar Black with Hardener (in 20 Ltr. Container)	60	
4	Epoxy Thinner 844 (in 20 Ltr. Container)	60	
5	G P Thinner (Preferably in 4/5 Ltr. or 20 Ltr. Container)	20	
6	Zinc Chromate(Red Oxide Primer) (Preferably in 4/5 Ltr. or 20 Ltr. Container)	20	
7	Bituminous High Build Black Paint (a single pack air drying bitumen based high build coating) (Preferably in 4/5 Ltr. or 20 Ltr. Container)	20	

MAKE: ASIAN/BERGER/NEROLAC/SHALIMER OR EQUIVALENT

Signature of the Tenderer with Office Seal

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Tender No. SDM(P&E)/T/20/2017-18**

Tender for supply & delivery of Paints & Thinners for Radial Gate Nos. 1 & 3 at Lock Entrance, Haldia Dock Complex.

BILL OF QUANTITIES (Price Bid)

(TO BE SUBMITTED ALONG WITH THE PRICE BID – PART-II (ENVELOPE-3))

Sl. No.	Description	Qty. in Ltrs.	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis (Landed Cost excluding GST) (₹)	Total Amount (₹)
1	Zinc Phosphate Primer with Hardener (in 20 Ltr. Container)	60		
2	MIO Intermediate Brown (in 20 Ltr. Container)	20		
3	Epoxy Coal-tar Black with Hardener (in 20 Ltr. Container)	60		
4	Epoxy Thinner 844 (in 20 Ltr. Container)	60		
5	G P Thinner (Preferably in 4/5 Ltr. or 20 Ltr. Container)	20		
6	Zinc Chromate (Red Oxide Primer) (Preferably in 4/5 Ltr. or 20 Ltr. Container)	20		
7	Bituminous High Build Black Paint (a single pack air drying bitumen based high build coating) (Preferably in 4/5 Ltr. or 20 Ltr. Container)	20		

MAKE: ASIAN/BERGER/NEROLAC/SHALIMER OR EQUIVALENT

Signature of the Tenderer with Office Seal