

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

TENDER NOTICE FOR WEB-SITE ADVERTISEMENT

Tender No. HDC/MM/ OT- 35/18/44

Work Title:

Sealed tenders in prescribed form are invited from reliable, bonafide & experienced supplier for supply and delivery of Sand and Stone Chips of different sizes (as detailed in tender BOQ) to Haldia Dock Complex.

Scope of Work:

Supply and delivery of Sand and Stone chips different sizes as per BOQ to Haldia Dock Complex.

PRE-QUALIFICATION CRITERIA OF TENDERERS:

Following documents (Photocopy) for meeting the pre-qualification criteria should be submitted along with offer otherwise their offer may be rejected:-

1.	Credential for supply and delivery of building materials like Sand, Stone chips, Morum, Bricks, Cement etc. in various supply contract and /or civil construction contracts during the last five years , to Govt., PSU or Public / Private organization, of total cumulative amount not less than Rs.1,74,500.00 (minimum) which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents: i) Receipted Challan, ii) Certificate of Execution, iii) GRN, iv) Excise Invoice, v) Tax Invoice, vi) Consignment Note. etc. as a proof of supply as required by the tender issuing authority.
2.	Copy of VAT Registration Certificate / CST Registration Certificate (TIN)
3.	Copy of valid Professional Tax Payment Challan (PTPC).
4.	Photo copy of the Registration Certificate with Central Excise Authority (if applicable)

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

Sl. No.	Order nos. & date(with copies of purchase orders)	Nos. of Receipted challan / certificate of execution / GRN / Excise Invoice / Tax Invoice / Consignment Note etc. as a proof of supply (with copies of the same).	Item description with specification	Quantity/ value of materials supplied
1.				

Sl. No.	Order nos. & date(with copies of purchase orders)	Nos. of Receipted challan / certificate of execution / GRN / Excise Invoice / Tax Invoice / Consignment Note etc. as a proof of supply (with copies of the same).	Item description with specification	Quantity/ value of materials supplied
2.				

Tender Authority:

Manager (Materials Management) Haldia Dock Complex, Jawahar Tower (2nd Floor), P.O. Haldia Township, Dist. Purba Midnapur -721607 Ph: 03224-264496; Telefax No.: 03224-263255 E-mail No. psbrahma@kopt.in							
Due Date of sub- mission of Tender:	16.03.2015	Time:	Up to 03:00 P.M.	Opening Date (Techno- Commercial Bid)	16.03.2015	Time:	At 03:30 P.M.
Last Date for Collection of Bid Documents (directly from Manager MM's Office)				Upto 1:00 P.M. of 16.03.2015 on each working day of Haldia Dock Complex.			
Cost of Tender Document				BY HAND : By Hand, the Cost of Tender Papers (non-refundable) ₹ 200=00 (in cash) per set. BY DOWNLOADING FROM OUR WEB SITE : Bidder downloading the tender document should submit the tender cost of ₹ 200=00 (non-refundable) separately by D.D. along with their offer otherwise their offer will be summarily rejected.			
Earnest Money Deposit				₹ 1460.00 (Rupees one thousand four hundred sixty only).			
Time of Completion				Delivery of the materials must be completed within 30 days from the date of receipt of the order by the supplier.			

TENDER NOTICE FOR WEB-SITE ADVERTISEMENT

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. 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.
 - 7.2 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.
 - 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. Copy of valid NSIC Certificate for MSEs along with DIC's certificate has to be submitted along with bid.
9. Other details are in the Tender Document.

TENDER PAPER DOWNLOAD FOLLOWS FROM NEXT PAGE>>

Date: _____ Signature of the Tenderer with Office Seal_____

TENDER PAPER FOR DOWNLOAD

FORM - A

DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT

TO BE SUBMITTED ALONGWITH THE TEHNO-COMMERCIAL BID – PART-I (ENVELOPE-I)

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

Tender No.

HDC/MM/ OT- 35/18/44

Name of work/Item Description:

Tender for supply and delivery of Sand and Stone chips of different sizes (as detailed in tender BOQ) to Haldia Dock Complex.

Name of the Company:

Address:

Contact Person Name:

Phone:

Fax:

E-Mail Address:

Have you studied the Pre-Qualification requirement of the selected tender?

Yes /No

Is the company having valid VAT Registration Certificates / CST Registration certificate (TIN)

Yes / No

Is the company having valid PTPC (Professional Tax Payment Challan)?

Yes / No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT?

Yes / No

Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.

Yes / No

Are you MANUFACTURERS / authorised dealers/ authorised stockists/ suppliers for the tendered materials? Please indicate your status.

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 this 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.

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Date: _____
Signature of the Bidder with Office Seal

NOTE : Strike out the portion whichever is not applicable

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**
Office of the M.M. Division, Jawahar Tower, 2nd Floor,
P. O. Haldia Township, Dist. Purba Midnapore

Tender No. HDC/MM/ OT- 35/18/44

Date :

To,

SUB : Tender for supply and delivery of Sand and Stone chips of different sizes to Haldia Dock Complex.

REF : Tender No. HDC/MM/ OT- 35/18/44

Dear Sirs,

Sealed Offers are invited on behalf of Haldia Dock Complex; KOLKATA PORT TRUST in Two Parts 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	: Up to 13-00 hours of 16.03.2015
Last date and time of submission of Tender	: Up to 15-00 hours of 16.03.2015
Date and time for opening of Earnest Money and Techno-commercial Bid	: At 15-30 hours on 16.03.2015
Cost of Tender Document	: <input type="checkbox"/> 200.00 (Rupees two hundred only) (Non –refundable)
Bid Document (non –transferable) to be submitted at the Address	: Office of the Manager(MM), M.M. Division, Jawahar Tower, (2nd Floor), P.O. Haldia Township, Dist. East Midnapur.

DOWNLOADING OF TENDER DOCUMENT :

The bidder may **DOWNLOAD** the tender document from our website www.kolkataporttrust.gov.in or www.haldiadock.gov.in or CPP Portal (www.eprocurement.gov.in).

1.0 EARNEST MONEY :

- 1.1 An Earnest Money deposit of ☐ 1460.00 (Rupees one thousand four hundred sixty only) shall have to be deposited by Demand Draft of any Nationalized Bank/Scheduled Bank of India drawn in favour of Kolkata Port Trust payable at Haldia.
- 1.2 Bankers Cheque / Demand Draft shall be submitted in a separate sealed envelope marked "EARNEST MONEY" and super scribed with the title of the work, Tender no., Bidder's identity, etc.

- 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).
- 2.0 **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 ₹ 200.00 separately by D.D.(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.
- 3.0 **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).**
- 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 techno-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.
- 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.

4.0 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. 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. Ko. P. T. will not be responsible for the loss of the Bid Document or, for the delay in postal transit.
- 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,

Manager (MM)
Haldia Dock Complex

- C.C. General Manager (Finance)-I/C, HDC, [Attn: Sri Y. Manna, Dy. Manager, (Fin)] - for information with a request to depute your representative on aforesaid date and time.

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TERMS AND CONDITIONS OF TENDER (PART – I)

1.0 SCOPE OF WORK :

- 1.1 The work comprises of providing supplying, unloading, carrying within a lead of 50 meters and stacking by successful bidder at the various stores attached to the I&CF division of Haldia Dock complex as specified in the bill of quantity or as per the direction of officer-in-charge of I&CF division.
- 1.2 Variation in supply up to a quantity equivalent to $\pm 10\%$ of the ordered quantity of Sand and Stone chips will be acceptable entirely as per the discretion of M (MM).

2.0 GENERAL :

- 2.1 The Terms and Conditions of the tender shall be read in conjunction with the General Condition of Contract, Specifications, Bill of Quantities and other documents forming part of this 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 Manager (MM), 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 Manager (MM) 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.

3.0 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 Central Store (MM) of Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Manager of M.M. Division or his authorized representative at his office at Jawahar Tower in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

TERMS AND CONDITIONS OF TENDER (PART - I)

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.

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.**

4.0 **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.

5.0 **NON-RESPONSIVE BIDDER :**

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

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

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

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

6.0 **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 basic value. Balance Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalized 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'.

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Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF TENDER (PART - I)

7.0 PRICES :

7.1 Price should be quoted F.O.R. HDC's Site Store(s), I&CF Division, Haldia.

7.2 The bidder shall quote his offer as per the Bill of Quantities. Price(s) must include, among others, all taxes, Duties of Central / State/ Local bodies etc. and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads and profit etc. necessary for the complete services as described in the documents.

The price break-up for different heads will have to be furnished. The Bidder shall state clearly in bold letters the percentage of various Taxes and surcharge that will be charged extra over his quoted rates, if the same are not included in his quoted rates. The break-up should be stated in the Techno-commercial offer. 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.

7.3 The bidder should give the details of excise duty & sales tax as applicable in techno-commercial bid showing percentage-wise break-up of above cost elements.

7.4 Price(s) to be quoted should remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in Taxes & Duties. In case of decrease in rates of statutory taxes & duties, the price would be correspondingly decreased.

7.5 **Please note that KoPT does not provide any concessional Sales Tax Form.** Full rate of Sales Tax/ VAT should be considered while quoting.

7.6 Price Bid should be **FREE FROM ANY EXTRANEIOUS CONDITION.**

7.7 The Price(s) shall be faultless in figures and free from erasing, overwriting correction if any must be initialed by the Bidder.

7.8 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 –

i) 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.

ii) 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.

iii) 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 initialed by the bidder.

8.0 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. 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.

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Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF TENDER (PART - I)

- 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.
- 8.3 The bidders, in whose cases ED is applicable, are to confirm the submission of admissible Cenvatable documents.
- 8.4 For others, the evaluation shall be made on the total quoted price.

9. **PAYMENT :**

Payment will be made within 30 days of acceptance of materials at HDC's Store against bill. Payments shall be made through RTGS/ECS mechanism at all centers where such facilities are available in the bank. The bills should be submitted in triplicate to Manager (MM) with receipted Challan in duplicate along with relevant documents. Accordingly, bidders are requested to submit their bank Account No. with the name and address of the bank along with the branch name and code number, RTGS code & MICR code of the Bank.

10.0 **TIME OF COMPLETION AND DELIVERY :**

Delivery of the materials must be completed within 30 days from the date of receipt of order by the supplier in one installment.

Materials are to be delivered at HDC's Site Store(s) , I&CF Division, Haldia . Materials shall be delivered by the supplier at their cost, risk and responsibility up to Site Store(s) of Haldia Dock Complex.

Delivery period shall binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers.

In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the Items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.

The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Central Store/Site.

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Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF TENDER (PART - I)**11.0 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 Saturday, Sunday 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 Guarantee Certificate, Inspection certificate etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.

- 11.1 In case Way Bill is required to deliver the materials a 12 days time should be provided by the successful bidder, for preparation of the way bill by HDC, The successful bidder should submit request letter along with the Proforma Invoice, for issue of Way Bill by Haldia Dock Complex.

12.0 INSPECTION & QUALITY OF STORES :

- 12.1 Inspection of materials will be done by authorized representative of Manager (I&CF), after delivery of materials at HDC's store.
- 12.2 The stores supplied should strictly conform to the specifications (e.g. IS, etc.) laid down. If and when necessary, samples from the supplies may be drawn by HDC, KoPT and the same will be tested by HDC's own arrangement or by Government Test House and if found to be inferior to the specifications laid down, the materials will be rejected in whole or in part and supplier will be debited with the cost of test. The result of such test shall be binding on the supplier. The supplier will have to replace the rejected stores at his own cost and / or refund the cost of materials to HDC including the cost of testing within seven days of such intimation by HDC.
- 12.3 Material shall be supplied from the fresh lot only. If not, should be able to satisfy the inspecting authority at the time of inspection at the HDC's store(s) for acceptance.

13.0 TECHNICAL SPECIFICATION :

- 13.1 **TECHNICAL SPECIFICATION MEASUREMENT OF SAND:** Sand should be medium grained. The grading zone of sand, as determined by sieve analysis carried out in accordance with recommendation of IS: 383(Table given below) with standard sieves confirming to the relevant BIS standard, should be as stated in the bill of quantities.

IS Sieve Designation	Percentage Passing For Grading Zone -II
10 mm	100
4.75 mm	90-100
2.36mm	75-100
1.18mm	55-90
600 microns	35-59
300 microns	8-30
150 microns	0-10

- 13.1.2 Where the grading falls outside the limit of any particular grading zone of sieves other than the 600 microns IS sieves by a total amount not exceeding 5%, it shall be regarded as falling within that grading zone. This tolerance shall not apply to percentage passing the 600-microns IS sieves.

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Signature of the Tenderer with Office Seal_____

- 13.1.3 The sand shall be reasonably clean and free of clay, organic matter and other foreign materials. Percentage of silt and other finer particles as determined by silt content test shall not exceed 10%.
- 13.1.4 Measurement shall be made on the basis of the accepted stack volume from which 16% is to be deducted on account of voids to arrive at the net payable volume. For the purpose of this tender, "accepted stacked volume" shall mean the actual volume computed on the basis of the physical dimensions of the stacked measured jointly by the bidder's authorized representative and the HDC's authorized representative. No deductions other than those stated in this clause are to be made.
- 13.2 **TECHNICAL SPECIFICATION MEASUREMENT OF STONE CHIPS :**
- 13.2.1 Stone chips of 20mm, 12.5mm sizes categories shall be hard and durable and of Baharagura Black variety. Stone chips of 6 mm sizes categories shall be hard and durable and of Pakur variety The stones should be generally cuboids in shapes and free from excess of flaky, angular, soft and disintegrated particles, dirt and other deleterious materials.
- 13.2.2 Measurement shall be on the basis of the accepted stack volume from which 7.5 % is to be deducted on account of voids to arrive at the net payable volume.
- 13.2.3 The stone chips should confirm to the grading limits of coarse aggregate as per IS : 383 and as shown in the following Tables :-

TABLE I : Grading requirement of 20 mm stone chips (Baharagura Black variety)

IS Sieve Designation	Percentage Passing by weight
40 mm	100
20 mm	85 - 100
10 mm	0 - 20
4.75 mm	0 - 5

TABLE II : Grading requirement of 12.5 mm stone chips (Baharagura Black variety)

IS Sieve Designation	Percentage Passing by weight
16 mm	100
12.5 mm	85 - 100
10 mm	0 - 20
4.75 mm	0 - 5

TABLE III : Grading requirement of 6 mm stone chips (Pakur variety)

IS Sieve Designation	Percentage Passing by weight
10 MM	100
4.75 MM	0-20
2.36 MM	0-5

14.0 **CERTIFICATES :**

14.1 **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.**

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Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF TENDER (PART - I)

15.0 TRANSIT RISK :

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

16.0 PERMITS :

- 14.1 The successful Bidder shall have to obtain permits from the office of the Manager (MM), HDC at or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued free of cost to the Bidder against receipt of proper application for the same during normal working hours on any working day.

17.0 REJECTED MATERIALS :

Notwithstanding the inspection and passing of materials by Trustees' authorized person (representative of MM division), any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest.

The supplier shall at his own arrangement and cost replace within a period of 1 (one) month all such dispatched materials that have either been rejected by Trustees' authorized person (representative of Manager MM), or have been found in defective/broken/damaged condition after unloading.

Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Central Stores, 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.

18.0 LIQUIDATED DAMAGES :

- 18.1 In the event of failure to complete the stipulated supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the delayed portion of the supply that the supplier has failed to supply within the respective delivery schedule, for every week or part thereof the supply remains undelivered, provided always that the amount of such compensation shall not exceed 10% of the total basic value of the order.
- 18.2 Without prejudice to any other method of recovery of any other legal rights, the Trustees may deduct the amount of such damages from any money which was due or which may become due to the Supplier.
- 18.3 The payment or deduction of such damages shall not relieve the supplier from his obligations to complete the supply of goods or from any other liabilities and obligations under the Contract.

19.0 RISK PURCHASE :

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. Extra cost for risk purchase will be borne by the supplier (successful tenderer).

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Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF TENDER (PART - I)

20.0 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-Government Agency or a PSU, the details 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.

21.0 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.

22.0 PACKING OF MATERIALS :

22.1 The Supplier shall be responsible for delivery of Stores as per manufacturer's original packing to protect against any damage, loss, breakage or leakage etc.

23.0 JURISDICTION OF COURT :

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

24.0 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.

EXCISE DUTY & STATUTORY LEAVY: [TO BE SUBMITTED ALONG WITH ENVELOPE - 2]

To indicate the following:

Sl. No.	Taxes, duties	Whether applicable	If applicable, please indicate present rates in percentage to be included or extra
1	Excise Duty	Yes/No % included or extra
2	Central Sales Tax	Yes/No % included or extra
3	VAT	Yes/ No % included or extra
4	Any other levies if applicable	Yes/ No % included or extra

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Signature of the Tenderer with Office Seal_____

TERMS AND CONDITIONS OF TENDER

(PART-I)

DECLARATION OF THE BIDDER :

Manager (MM Division)
Haldia Dock Complex

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

I / We have deposited Requisite Earnest Money 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: _____

PART – I**UN-PRICED BILL OF QUANTITIES****TENDER FOR SUPPLY AND DELIVERY OF SAND AND STONE CHIPS****(TO BE SUBMITTED ALONG WITH THE TECHNIO COMMERCIAL BID – PART-I)****(ENVELOPE – 2)****IMPORTANT: Do not mention any rates or amounts in this part.**

Item Sl. No.	Item Code	DESCRIPTION	Unit	Qutty.	OFFERED SPECIFICAT ION (If specification is same please write "Yes" with the name of make/brand) (No other specification will be accepted).
1.	18030002	Sand Medium conforming to IS-383/ 1970 (Grading Zone-II (measurement after deduction of 16% voids).	Cu. M.	150	
2	18040101	20mm stone chips Baharagura Black variety (measurement after deduction 7.5% for voids).	Cu. M	35	
3	18040103	12.5mm stone chips Baharagura Black variety (measurement after deduction 7.5% for voids).	Cu. M	30	
4	18040106	6mm stone chips Pakur variety (measurement after deduction 7.5% for voids).	Cu. M	20	

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Signature of the Tenderer with Office Seal_____

PRICED BILL OF QUANTITIES**[Tender No. HDC/MM/ OT- 35/18/44]****IMPORTANT : a) This Price Bill of Quantities must be submitted in a separate sealed cover Marked 'PRICE BID' (Envelope - 3)****b) Do not mention terms & conditions in this part.****Tender For Supply and delivery of Sand and Stone Chips to HDC.**

Item Sl. No.	Item Code	Description	Unit	Qty	Unit Rate (In Rs.)	Total Amount (In Rs.)
1	18030002	Sand Medium conforming to IS-383/ 1970 (Grading Zone-II (measurement after deduction of 16% voids).	Cu. M.	150		
2	18040101	20mm stone chips Baharagura Black variety (measurement after deduction 7.5% for voids).	Cu. M.	35		
3	18040103	12.5mm stone chips Baharagura Black variety (measurement after deduction 7.5% for voids).	Cu. M.	30		
4	18040106	6mm stone chips Pakur variety (measurement after deduction 7.5% for voids).	Cu. M.	20		

Signature of the Tenderer with Office Seal_____