

कलकत्ता पत्तन न्यास
KOLKATA PORT TRUST
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX
MM DIVISION

BIDDING DOCUMENTS

(e-Tender)

[Tender No. : HDC/MM/OT-27/25/26]

FOR

**SUPPLY AND DELIVERY OF "AQUEOUS FILM FORMING COMPOUND (AFFF) (3%),
IS: 4989:2006 MARKED" TO HALDIA DOCK COMPLEX**



December - 2018

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[Tender No.: HDC/MM/OT-27/25/26]

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**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

SHORT E-TENDER NOTICE

E-Tender No.: KoPT/Haldia Dock Complex/MM Div/13/18-19/ET/331

Online e-tenders are invited for the work of "Supply and delivery of **"AQUEOUS FILM FORMING COMPOUND (AFFF) (3%)"** as per bill of quantity to Haldia Dock Complex".

Closing date & time of online submission of e-tender: **03.01.2019**, up to **15:00** Hrs.

For details of tender and any corrigendum / addendum, please visit MSTC's e-portal <http://www.mstcecommerce.com/eprochome/kopt>.

**General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust**

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
NOTICE INVITING E-TENDER

(Tender No. **HDC/MM/OT-27/25/26**)

E-Tender No.: **KoPT/Haldia Dock Complex/MM Div/13/18-19/ET/331**

E-Tenders, under **single stage two part system** [Part I: **Pre-qualification & Techno-commercial Bid** and Part II: **Price Bid**] are invited on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT), from the intending bidders, fulfilling the "**Minimum Eligibility Criteria (MEC)**" and complying with "Supply and delivery of **AQUEOUS FILM FORMING COMPOUND (AFFF) (3%)**".

2.1 MINIMUM ELIGIBILITY CRITERIA (MEC):

- 2.1.1** The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2018, must be at least ₹ **28.62** Lakhs. Auditor's Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2015-16, 2016-17 and 2017-18, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

Note: The bidder upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2015-16, 2016-17 and 2017-18 along with Balance Sheets and Profit & Loss Accounts.

- 2.1.2** The bidder must have experience of having successfully completed "Similar supply" [defined below] during last seven (7) years, ending last day of month previous to the one in which tenders are invited, and the experience must be either of the following :-

- a) Three similar completed supply of contract value not less than ₹ **19.08** Lakhs each.

Or

- b) Two similar completed supply of contract value not less than ₹ **28.62** Lakhs each.

Or

- c) One similar completed supply of contract value not less than ₹ **38.16** Lakhs

The term "**similar supply**" means -

"Supply and delivery of "AQUEOUS FILM FORMING COMPOUND (AFFF) at Port Sectors / Central Govt. / State Govt. / PSU / other reputed organizations".

Note: The bidder upload the scanned copies of work order(s) for similar supply, successful completion certificates (with performance) from clients indicating the date of completion, value of supply, etc.

2.2 OTHER DOCUMENTS:

The bidder should upload scanned copies of the following documents along with bids:

- a) Goods and Services Tax (GST) Registration Certificate, issued by Government of India.
- b) Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment Challan**, if applicable. If this is not applicable, the bidder must submit [upload] a declaration in this regard.

- c) Order copy(ies) along with Receipted Challan/Certificate of Execution/GRN/Excise Invoice/Tax Invoice etc.
- d) **Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC)** to get benefit in this regard.

2.3 The bidders are required to submit bid as per the instructions of the instant bidding documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents is not submitted by the bidder. Essential documents means papers related to "Minimum Eligibility Criteria (MEC)", "Other Documents", including Bid Document fee, Earnest Money Deposit.

2.4 AVAILABILITY OF THE BIDDING DOCUMENTS:

The bidding documents (in full) would be available in the following websites: -

- <http://www.mstcecommerce.com/eprochome/kopt> of MSTC Ltd.
- <http://eprocure.gov.in/epublish/app> of Central Public Procurement Portal.
- <http://www.kolkataporttrust.gov.in> of Kolkata Port Trust.

Corrigenda, Addenda, Queries & Clarifications, if any, would also be available in the aforesaid websites.

2.5 PARTICIPATING IN THE BIDDING PROCESS:

The bidders will have to participate in the *electronic bidding process through the website of MSTC Ltd. (<http://www.mstcecommerce.com/>) only.*

**General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust**

SCHEDULE OF TENDER (SOT)

(Tender No. HDC/MM/OT-27/25/26)

E-Tender No.: KoPT/Haldia Dock Complex/MM Div/13/18-19/ET/331

3.1.	Name of work	::	SUPPLY AND DELIVERY OF AQUEOUS FILM FORMING COMPOUND (AFFF) (3%) AS PER BILL OF QUANTITY TO HALDIA DOCK COMPLEX.
3.2.	Tender Inviting Authority	::	General Manager (Engineering) Haldia Dock Complex ; Kolkata Port Trust.
3.3.	Mode of Tender	::	e-Procurement System Online (Part I: Pre-qualification & Techno-commercial Bid and Part II: Price Bid) through http://www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.
3.4.	Estimated Cost	::	₹ 47.70 Lakhs (excluding GST).
3.5.	i) Transaction Fee	::	<p>The intending bidders must deposit ₹ 2815.00 (Indian Rupees Two thousand eight hundred fifteen) only [Including GST @18%] as “Transaction Fee” (non-refundable), in favour of MSTC LIMITED by NEFT or Online Payment.</p> <p>The intending bidders will be activated for bid submission only after receipt of aforesaid “Transaction Fee” by MSTC LIMITED.</p> <p>The intending bidders are advised to remit the “Transaction Fee” well in advance before the closing time of the event, so as to give themselves sufficient time to submit the bid.</p>
3.6.	ii) Bid Document Fee(Cost of bidding documents)		<p>The intending bidders must deposit ₹ 1,770.00 (Indian Rupees: One thousand seven hundred and seventy) only [including GST @ 18%], as Bid Document Fee (non-refundable), to Haldia Dock Complex, along with their offer. In case the said Bid Document Fee is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p>
	iii) Earnest Money Deposit (EMD)	::	<p>The intending bidders must deposit ₹ 10,000.00(Indian Rupees: Ten thousand only) only, as Earnest Money, to Haldia Dock Complex, along with their offer. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p>

			<p>NOTE ::</p> <p>(i) For exemption of Bid Document Fee and EMD to upload the scanned copy of the certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required in electronic format.</p> <p>(ii) The bidders, who are not registered with MSTC, are advised to get themselves registered with MSTC, at least 72 (seventy-two) hours prior to making payment of Bid Document Fee and Earnest Money.</p> <p>(iii) The bidders are advised to deposit Bid Document Fee and EMD using the <u>Axis Bank Payment Gateway only</u>. No other method of payment of Bid Document Fee shall be accepted.</p>
3.7.	Completion Period	::	45 days.
3.8.	Bid Validity	::	120 days.
3.9.	Security Deposit	::	10 % of the Order Value excluding GST for completion period in the form of Bank Guarantee/Demand Draft (D.D.).
3.10.	Guarantee Period	::	24 months.
3.11.	i) Starting date & time of submission of e-Tender at http://www.mstcecommerce.com/eprochome/kopt	::	12.12.2018 from 11:00 Hrs. (IST).
	ii) Closing date & time of submission of e-Tender at http://www.mstcecommerce.com/eprochome/kopt	::	03.01.2019, up to 15:00 Hrs. (IST).
	iii) Date & time of opening of Bid (Techno-commercial Bid and Price Bid)	::	03.01.2019, 15:30 Hrs. (IST) onwards.
3.12.	Address of the Employer	::	<p>Kolkata Port Trust (KoPT). 15 Strand Road, Kolkata – 700 001, West Bengal, India.</p>

3.13.	Address of Engineer	::	General Manager (Engineering) Haldia Dock Complex ; Kolkata Port Trust. <u>Address:</u> Engineering Department Jawahar Tower Complex ; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607 West Bengal, India. Telephone no. : + 91-3224-263255 E. mail : aganesan.hdc@nic.in
3.14.	Address of the Engineer's representative	::	Shri D Tudu, Dy. Manager (MM), Haldia Dock Complex, Jawahar Tower, 2 nd Floor, MM Division, P.O: Haldia Township, Dist.: Purba Medinipur; PIN: 721 607; West Bengal; India. Telephone no. : + 91-3224-263258 Mobile no. : + 91 94340 15761 E. mail : dtudu.hdc@nic.in

General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust

SECTION – IV

INSTRUCTIONS FOR ONLINE BID SUBMISSION

4.1 Introduction:

- 4.1.1 This is an e-procurement event of **HALDIA DOCK COMPLEX**. The e-procurement service provider is **MSTC Ltd.**, 225C, A.J.C. Bose Road, Kolkata-700 020.
- 4.1.2 The intending bidders are requested to go through the "**Instructions To Bidders (ITB)**" and contents of this bidding document, including all terms & conditions and Technical Specifications before submitting online tender. Bidders who do not comply with the requirements / conditions, with documentary proof (wherever required), will not qualify in the tender, for opening of Price Bid.
- 4.1.3 **SPECIAL NOTE:**
THE PRE-QUALIFICATION & TECHNO-COMMERCIAL BID AND PRICE BID SHALL HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt only.
- 4.1.4 Possession of valid Digital Signature Certificate (DSC) [**Class III Signing Type**] and Registration of the intending bidder with **MSTC Limited** on the e-Procurement / e-Tender Portal of MSTC are pre-requisites for the instant e-Tendering.
- 4.1.5 The Digital Signature Certificate (DSC) [Class III Signing Type], issued by nCode/eMudra or any Certifying Authority (CA) recognized by Controller of Certifying Authorities (CCA), India, should be registered. Only the DSC that is registered should be used by the bidder and the bidder should ensure safety of the same.
- 4.1.6 The intending bidders are requested to read the vendor guide and see the video in the webpage www.mstcecommerce.com/eprochome to familiarize themselves with the system before bidding.
- 4.1.7 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/ of **MSTC Limited**.
- 4.1.8 All entries in the tender should be entered in online Technical & Commercial formats, without any ambiguity.
- 4.1.9 The e-Tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned in the Schedule of Tender (SOT).
- 4.1.10 E-tender cannot be accessed after the closing date and time of e-Tender, mentioned in the Schedule of Tender (SoT) of the instant bidding documents.

4.2 Process of e-tender :

4.2.1 Registration:

The process involves **vendor's registration with MSTC e-procurement portal** which is **free of cost**. Only after registration, the vendor(s) can submit his / their bids electronically. Electronic bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The **Vendor should posses Class III Signing type Digital Certificate**. Vendors are to make their own arrangement for bidding from a Personal Computer / Laptop, connected with Internet. **MSTC** is not responsible for making such arrangement. (*Bids will not be recorded without Digital Signature*).

4.2.2 Steps for Registration:

- i) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSUs / Govt. Departments → Kolkata Port Trust → Register as Vendor → (Filling up required details and creating own user id & password) → Submit.
- ii) Vendors will receive system generated mail(s), confirming their registration, in their e-mail ID(s), which has been provided during filling up the registration form.

4.2.3 The intending bidders are requested to submit their bids, keeping sufficient time in hand.

4.2.4 In case of any clarification regarding online submission of bids, the intending bidders are requested to contact HDC / MSTC, well in advance, keeping sufficient time in hand.

Contact person (Haldia Dock Complex):

- (i) Shri D. Tudu
Designation: Deputy Manager (MM)
Mobile No.: + 91 94340 15761
E-mail : dmullick.hdc@nic.in

Contact persons (MSTC Ltd.):

- (i) 1. Sri Pritam Biswas, AM (ERO) – pbiswas@mstcindia.co.in
Mb. No. +919903248755
- (ii) 2. Sri Mayank Jain, AM (ERO) – mhjain@mstcindia.co.in
Mb. No. +919721277969
- (iii) 3. Sri Vikash Kumar Jaiswal, RM (ERO)- vikash@mstcindia.co.in
Mb. No. +919903042449
- (iv) Landline: +913322901004
Google hangout ID- (for text chat)- mstceproc@gmail.com

4.2.5 System requirements and other requirements:

- i) Operating System: Windows 7 or above.
- ii) Internet Browser: IE-7 or above.
- iii) Class-III Signing Type Digital Certificate.
- iv) Latest update JRE 8 (x86 Offline) Software to be downloaded and installed in the system.
- v) To disable "Protected Mode" for DSC (Digital Signature Certificate) to appear in the signer box, the following setting may be applied:
Tools => Internet Options => Security => Disable Protected Mode (if enabled), i.e., remove the tick from the tick box mentioning "Enable Protected Mode".
- vi) Other settings:
Tools => Internet Options => General => Click on Settings under "Browsing History/Delete Browsing History" => Temporary Internet Files => Activate "Every time I visit the webpage".

- vii) To enable ALL Active X controls and disable 'use pop up blocker' under Tools → Internet Options → Custom Level (Please run IE settings from the webpage www.mstcecommerce.com once).

4.2.6 **Bidding in e-tender:**

- i) The intending bidders need to submit necessary Transaction Fee, to become eligible to bid online in the e-Tender. Transaction Fee is non-refundable. Bid Document Fee is non-refundable. Earnest Money Deposit will be refunded to the unsuccessful bidders, without any interest, within 2 (two) months from the date of opening of Price Bids or on finalization/ acceptance of tender, whichever is earlier. Earnest Money Deposit of the successful bidder will be refunded, without any interest, after submission of Security Deposit by them.
- ii) The bidders must upload all the documents required as per the instant bidding documents (including Notice Inviting e-Tender). Any other document uploaded, which is not required as per the instant bidding documents (including Notice Inviting e-Tender), shall not be considered.
- iii) **Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC)** shall have to be submitted (uploaded) to get benefit.
- iv) Unit of Measure (UOM) is indicated in the e-Tender platform. Rate to be quoted should be in Indian Rupees, as per UOM indicated in the e-Tender platform or in the bidding documents.
- v) **Steps for submitting Pre-Qualification & Techno-Commercial Bid and Price Bid :**

The intending bidder(s), who have submitted the required Transaction Fee, can only submit their Pre-qualification & Techno-commercial Bid and Price Bid, through Internet, in MSTC website. The steps are given hereunder:

- a) www.mstcecommerce.com → e-Procurement → PSUs/Govt. Departments → Kolkata Port Trust → Login → My Menu → Auction Floor Manager → Live Event → Selection of the Live Event → Techno-commercial Bid
- b) The bidder should allow running JAVA application. This exercise has to be done immediately after opening of Bid Floor. Then the necessary steps, as would appear, would have to be followed. If this application is not run, then the bidder will not be able to save/submit their bid.
- c) After filling the Techno-commercial Bid, the bidder should click on "Save" for recording their Techno-commercial Bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then the bidder should click on "Save" to record their Price Bid. Then once both the Techno-commercial Bid and Price Bid have been saved, the bidder can click on the "Final submission" button to register their bid.
- vi) The bidders should quote their offered prices appropriately, only in the aforesaid Price Bid link. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.
- vii) The Techno-commercial Bid and Price Bid cannot be modified /revised, once the "Final submission" button has been clicked by the bidder.
- viii) After submitting online bid, the bidder cannot access the bid submitted by him/them, once the "Final submission" button has been clicked by the bidder.

4.2.7 Special Note towards Transaction Fee:

The intending bidder shall pay the Transaction Fee using "Transaction Fee Payment" link under "My Menu" in the vendor login. The intending bidder has to select the particular tender from the event dropdown box. The intending bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the intending bidder shall generate a challan by filling up a form. The intending bidder shall remit the Transaction Fee amount as per the details printed on the Challan, without making change in the same. On selecting Online Payment, the intending bidder shall have the provision of making payment using its Credit Card/Debit Card/Net Banking. Once the payment gets credited to MSTC's designated Bank account, the Transaction Fee shall be auto authorized and the intending bidder shall be receiving a system generated mail.

Transaction Fee is non-refundable.

An intending bidder will not have access to online e-Tender without making payment towards Transaction Fee. In other words, an intending bidder will be activated for bid submission, only after receipt of the Transaction Fee by MSTC Limited.

NOTE: The intending bidders are advised to remit the "Transaction Fee" well in advance before the closing time of the event, so as to give themselves sufficient time to submit the bid.

4.2.8 Procedure of payment of Earnest Money and Bid Document Fee through Axis Bank Gateway :

- i) The bidder would be able to access the payment gateway from the Vendor login page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement → PSU/Govt. depts. → Kolkata Port Trust) under the icon "HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis Bank Gateway.

Alternatively, the bidder can also access the gateway by from Axis Bank Easy Pay website (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex).

- ii) The bidder will be required to mention the bidder's ID (the ID used by the bidder for logging in the MSTC website) and Bid ID (E-Tender No. of the tender against which the bidder intends to submit bid) and then click 'VALIDATE'.
- iii) A webpage will populate, where the bidder will be required to select "Earnest Money" OR "Bid Document Fee", then indicate his Mobile Number and the CAPTCHA displayed in the webpage.
- iv) Depending on the selection, another webpage will come up.
- v) In case of selection of Earnest Money (EM), the bidder will be required to select the option of With or Without Bank Guarantee. In case of the instant tender, where there is no option to pay the EM through Bank Guarantee (BG), the bidders should select the option 'Without'.
- vi) The bidder will be required to mention their Bank Account Number, IFSC of their Bank and the name of the account, insert the CAPTCHA mentioned in the webpage and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required.

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

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

viii) In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection, the bidder will then be guided to the webpage of the respective Bank.

After validating the payment in the respective Bank, the system will return to the Axis Bank Payment Gateway.

ix) In case of selection of RTGS / NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC of the Bank, name of the payee, i.e., Haldia Dock Complex, and the amount to be paid will be indicated in the said payment advice. The bidder will also get an SMS and e-mail detailing the same.

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

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

x) For payment of Bid Document Fee, identical process is to be followed.

xi) The bidders will be able to know the status of their payment, by using the 'Enquire URN' facility, by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's a/c, the system will show the status as 'Pending'.

xii) The bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS / NEFT payment request at their Bank, then the bidders should contact their Bank to enquire about the status of RTGS / NEFT request.

xiii) In case of any problem relating to use of the payment gateway, the bidders should contact the tender inviting authority, whose phone number and e-mail address are mentioned in the e-Tender.

4.2.9 Special Note towards uploading required documents:

The intending bidders are instructed to use "**Attach Doc**" button to upload documents in document library. Multiple documents can be uploaded.

4.3 Instructions related to Micro & Small Enterprises (MSEs):

4.3.1 For exemption of Bid Document Fee and EMD certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required.

- 4.3.2 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 the **Government of India, Ministry of Micro, Small & Medium Enterprises (MSME)** in **The Gazette of India** vide No. 503, dated 26.03.2012.
- 4.3.3** 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.
- 4.3.4** If **Micro & Small Enterprises (MSEs)**, registered with NSIC [under single point registration scheme] intend to participate with respect to items for which they are not registered with NSIC, then they will have to deposit full amount of **Bid Document Fee** and **Earnest Money**, in accordance with the **Schedule of Tender (SoT)**. Otherwise, their offer with respect to such items (for which they are not registered with NSIC) will not be considered.

4.4 Other Instructions related to e-Procurement:

- 4.4.1** All notices and correspondence with the bidder(s) shall be sent by e-mail only during the process till finalization of tender by HDC, KoPT. Hence, the intending bidders are required to ensure that their e-mail IDs provided are valid and updated at the stage of registration of bidders with MSTC (i.e., Service Provider). The intending bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 4.4.2** In all cases, an intending bidder should use their own ID and Password, along with Digital Signature, at the time of submission of their bid. It is mandatory that all bids are submitted with Digital Signature Certificate (DSC), otherwise the same will not be accepted by the system.
- 4.4.3** Addenda, Corrigenda and Queries & Clarifications (with respect to the instant e-Tender), if any, would be hosted in the e-Procurement portal of MSTC.
- Since there is no provision to take out the list of intending bidders downloading the bidding documents from the websites mentioned in the Tender Notice, the intending bidders are requested to check the website of MSTC to ensure that they have not missed any Addenda, Corrigenda and Queries & Clarifications, uploaded against the instant e-Tender, after downloading the bidding documents. The responsibility of downloading such Addenda, Corrigenda and Queries & Clarifications, if any, will be that of the intending bidders.
- 4.4.4** No deviation/variation of the techno-commercial terms and conditions of the bidding documents will be considered by HDC, KoPT. Submission of bid in the e-Tender platform by any bidder confirms their acceptance of the techno-commercial terms and conditions of the bidding documents.
- 4.4.5** HDC, KoPT reserves the right to accept or reject any bid (in full or part) and to annul the bidding process and to reject all bids, at any time prior to contract award, without assigning any reason thereof and without thereby incurring any liability to the bidders.
- 4.4.6** Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.
- 4.4.7** All electronic bids submitted during the e-Tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by HDC, KoPT will form a binding contract, between HDC, KoPT and the bidder, for execution of the work. Such successful bidder shall be called hereafter the 'CONTRACTOR'.

- 4.4.8** The bids will be evaluated based on the filled-in Technical & Commercial formats and the requisite documents submitted (uploaded) by the bidders.
- 4.4.9** The documents uploaded by bidder(s) will be scrutinized. During scrutiny, in case any of the information furnished by the bidder is found to be false, Earnest Money Deposit of such defaulting bidder(s) will be forfeited. Punitive action, including suspension and banning of business, can also be taken against such defaulting bidder(s).
- 4.4.10** HDC, KoPT, at its discretion, may extend the closing date & time of e-Tender, prior to the closing date & time of e-Tender mentioned in the Schedule of Tender (SoT). However, the closing date & time of e-Tender will not be extended, under any situation, after the due date is over.
- 4.5 Opening of Part-I (i.e. Pre-qualification & Techno-commercial Bid) and Part-II (i.e. Price Bid) :**
- 4.5.1 Part I** (Pre-qualification & Techno-commercial Bid) will be opened electronically on specified date and time, as given in the Schedule of Tender (SoT). Bidder(s) can witness electronic opening of bid(s).
- 4.5.2 Part II** (Price Bid) will be opened electronically of only those bidder(s), who qualify (ies) in the "Pre-qualification & Techno-commercial Bid" [Part I]. Such bidder(s) will be intimated date of opening of Part II (Price Bid), through e-mail, to valid e-mail ID(s) confirmed by them.

SECTION - V

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

5.1 Definition and interpretations :

- (a) the term "in writing" means communicated in written form (i.e. by mail, e-mail, fax, telex, etc.) and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) "day" means calendar day; and
- (d) "Procurement" means the entire work requirements, as specified in **Section VI Technical Specification**.

5.2 Fraud and corruption

5.2.1 It is the policy of **Kolkata Port Trust (KoPT)** to require that bidders, Contractors, Sub-contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, **KoPT** :

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "**fraudulent practice**" means a misrepresentation or omission of facts, in order to influence a public procurement process or the execution of a contract;
 - (iii) "**collusive practice**" means a scheme or arrangement between two or more bidders, designed to establish Bid Prices at artificial , non competitive levels;
 - and
 - (iv) "coercive practice" means harming, or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process or affect the execution of a contract;
- (b) will reject a proposal for award, if it determines that the bidder, recommended for award, has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) Will terminate contract, if it determines at any time that representatives of KoPT engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract ;

(d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract;

and

(e) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring bidders, contractors, subcontractors, and consultants to permit KoPT to inspect their accounts and records and other documents relating to the bid submission and contract performance.

5.2.2 Furthermore, bidders shall be aware of the provision stated in GCC.

5.3 Eligible bidders

5.3.1 A Bidder, and all parties constituting the Bidder, **should have the nationality of any country**. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of the country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or contractors for any part of the contract, including related services

5.3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder and one or more parties :

(a) Submit more than one bid in this bidding process.

Or

(b) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by **KoPT** to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under the instant Bidding Documents.

5.3.3 Participating by a Bidder in more than one bid shall result in the disqualification of all bids, in which such Bidder is involved.

5.3.4 A Bidder that is under a declaration of ineligibility by **KoPT**, in accordance with **ITB Clause No.5.2**, at the date of contract award shall be disqualified.

5.4 Authority in signing the bid / offer

5.4.1 In case the bid is submitted by a **Proprietorship Firm**, the same should be signed either by the **Proprietor** or other person(s), holding a valid **power of attorney / authorisation** from the proprietor, in connection with this bidding process. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the proprietor. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.

- 5.4.2 In case the bid is submitted by a **Partnership Firm**, the same should be signed either by the partner(s), holding valid **power of attorney** from the partners or other person(s), holding valid **authorisation** from such power of attorney holder(s), subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such **power of attorney holder(s) / authorised person(s)** should be attested by the **partners** or **power of attorney holder**, as the case may be. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.
- 5.4.3 In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour (in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.
- 5.4.4 Such **power of attorney holder(s) / authorised person(s)** should put his / their signature identical with the attested one, in the relevant documents submitted / uploaded, in connection with the instant bidding process [including "**Techno-commercial Bid**"]. In case of putting different signatures in different documents / offers, all such signatures should be attested by the same person in line with the above.

B. CONTENTS OF BIDDING DOCUMENTS

5.5 Sections of Bidding Documents

- 5.5.1 The contents of the **Bidding Documents** as detailed at "TABLE OF CONTENTS" should be read in conjunction with any addendum / corrigendum issued in accordance with **ITB Clause No. 5.7**.
- 5.5.2 The Employer (KoPT) is not responsible for the completeness or correctness of the bidding documents and their Addenda, if they were not obtained directly from the source indicated in Notice Inviting e-Tender.
- 5.5.3 The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents [considering all addenda / corrigenda issued] may result in the rejection of the bid.

5.6 Amendment of Bidding Documents

- 5.6.1 At any time, prior to the last date for submission of bids, **KoPT** may, for any reason whether at its own initiative or in response to the **queries/ observations/suggestions/requests for clarification**, amend and modify the bidding documents by issuing Addenda/Corrigenda. Such Addenda/Corrigenda will be hosted in the websites, as specified in the **Notice Inviting e-Tender**.
- 5.6.2 Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e., who would attend Pre-bid Meeting or submit queries / observations / suggestions or request for clarification), in writing, well in advance to the last date of submission of bids.

- 5.6.3 To give prospective bidders reasonable time to take the Addendum / Corrigendum into account in preparing their bids, KoPT may, at their discretion, extend the last date for submission of the bids, prior to the closing date & time of e-Tendering.

C. PREPARATION OF BIDS

5.7 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of their bid, and **KoPT** shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.8 Language of Bid

The Bid, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and KoPT, shall be written in the **English language only**. If the supporting documents and printed literature, that are part of the bid, are in another language, they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, such translation shall govern.

5.9 Documents comprising the Bid

5.10.1 The Bid shall comprise of the following :-

(a) Pre-qualification and Techno-commercial Bid:

The Pre-qualification & Techno-commercial Bid comprises all documents [including the Bidding Forms (provided in these bidding documents), duly filled in, signed and stamped] required to be submitted as per the Notice Inviting e-Tender, Schedule of Tender (SoT), Instructions To Bidders (ITB) and any other relevant clause(s) of these bidding documents.

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically, through the website of MSTC Limited only.

5.10 Form of Tender

The bidder shall have to submit (upload) the "**FORM OF TENDER**". This form **must be completed without any alterations** to its format, and no **substitutes shall be accepted**. All blank spaces shall be filled in with the information requested. Such **duly filled in "FORM OF TENDER"** should be uploaded.

5.11 Price Schedule

5.11.1 The Bidder shall quote their price on-line (**through MSTC portal only**) as per the **Price Schedule** (Bill of Quantities) in the Price bid (Part-II), without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

5.11.2 The Bidder should submit (upload) the **Unpriced** format [Bidding Form VI : **PRICE SCHEDULE**], of the instant Bidding Documents, duly filled in the GST rates at appropriate places and signed & stamped as token of acceptance.

5.12 Bid Prices

5.12.1 The prices are to be quoted by the Bidder **through MSTC portal**, considering the work requirements, as detailed in **Section VI (Technical Specification)** and other terms & conditions of the Bidding Documents

(considering all addenda / corrigenda issued).

- 5.12.2** Except where otherwise expressly provided, the contractor shall have to provide all materials, labour, plant and other things necessary in connection with the contract, although everything may not be fully specified, and although there may be errors and omissions in the specifications.
- 5.12.3** The prices and rates entered (electronically through MSTC Portal) **as per the Price Schedule** (Bill of Quantities), in the Price bid (Part-II), by the **Bidder**, shall include, inter alia, all costs and expenses involved in or arising out of the following:
- (a) **Supply, delivery, inspection, transportation (including insurance), handling, receipt and storage of all required materials [in line with Technical Specification (Section VI)] and equipment at site.**
 - (b) **The provision, storage, transport, handling, use, distribution & maintenance of all materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.**
 - (c) **The provisions & maintenance of all their staff & labour and their payment, accommodation, transport, fares and other requirements.**
 - (d) **All required first aid, welfare and safety requirements.**
 - (e) **Damage caused to the work and /or construction, plant, materials and consumable stores caused by weather.**
- 5.12.4** 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, which may be considered, while submitting their rates in the offer.
- 5.12.5** Rates & amounts quoted by the bidders in the **"PRICE SCHEDULE"**, include all incidental charges [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.
- 5.12.6** All quoted rates will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder.
- However, changes **in statutory taxes & duties [other than GST] will be adjusted** (within the scheduled completion period), based on documentary evidence.

- 5.12.7 The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of the instant Bidding Documents [considering all addenda / corrigenda (if any) issued], 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.

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

5.13 Currencies of Bid :-

The **Bidders** should quote the prices in **Indian Rupees (₹)** only.

5.14 Period of validity of bids :-

- 5.14.1 Bids shall remain valid for the period of **120 days** after the bid submission deadline date (considering extension thereof, if any) as prescribed in **ITB**. A bid, valid for a shorter period, shall be rejected by **KoPT**, treating the same as non-responsive.

- 5.14.2 In exceptional circumstances, prior to the expiration of the bid validity period, **KoPT** may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

A Bidder may refuse the request, without forfeiting their **Earnest Money Deposit (EMD)**. A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by **KoPT**, in writing.

5.15 Earnest Money Deposit (EMD) :-

- 5.15.1 The intending bidders should deposit an amount specified in the **Schedule of Tender (SoT)**, as **Earnest Money Deposit (EMD)**, in accordance with the procedure mentioned therein.

- 5.15.2 Failing to deposit the Earnest Money, in accordance with ITB, shall be rejected by the Employer (KoPT), treating the same as non-responsive.

For exemption of EMD the bidder is required to upload the scanned copy of the certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority.

5.15.3 Refund of Earnest Money Deposit:-

Earnest Money Deposit of the successful bidder shall be retained by KoPT and Earnest Money Deposit of the unsuccessful bidders [including the bidder(s) whose Price Bid would not be opened in line with **ITB**] shall be refunded, without interest, within 2 (two) months from the date of opening of Price Bids or on finalization/acceptance of tender, whichever is earlier.

In case the bid of the **successful bidder** is found acceptable to **KoPT** and contract is awarded with them, the **Earnest Money Deposit** of the **successful bidder (Contractor)** shall be retained by **KoPT** till submission of **Performance Guarantee / Security Deposit** (in accordance with **ITB**) and signing of the **Contract Agreement** by **KoPT** and the Contractor (in accordance with **ITB**), and shall be refunded thereafter.

In case, the successful bid is not found acceptable to KoPT, Earnest Money Deposit of the successful bidder shall be refunded after the decision, in this regard, is finalized by KoPT.

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

5.15.5 **Forfeiture of Earnest Money Deposit :-**

The EMD may be forfeited

(a) if a Bidder withdraws their offer within the validity period of the bid / offer; and / or, alters / amends any terms and / or condition and / or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by Kolkata Port Trust, Haldia Dock Complex in writing) making it unacceptable to the Kolkata Port Trust, Haldia Dock Complex;

or,

(b) if the successful bidder,

i) fails to submit the Performance Guarantee / Security Deposit (as per SCC) for the specified sum and in the specified form, within the stipulated time;

and / or,

ii) 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 (of the bid / offer) shall include any / all extension thereof, agreed by the Bidder in writing. KoPT shall also be at liberty to deduct any of their dues from Earnest Money. It should be however be clearly understood that in case of any default in any terms and or condition of the contract after placement of order but before submission of Performance Guarantee / Security Deposit (as per SCC), the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.

D SUBMISSION OF BIDS AND OPENING OF BIDS (EXCEPT PRICE BID) :-

5.16 Submission of bids

5.16.1 Bidders shall have to submit their bids [both Pre-qualification & Techno-commercial Bid and Price Bid] on-line through MSTC portal only.

5.16.2 The Bidder should submit (upload) the scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with ITB], in the aforesaid portal, in support of their Pre-qualification Criteria and Techno-commercial Bid.

5.16.3 Before scanning the aforesaid documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, pursuant to ITB, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.

5.16.4 Any inter-lineation, erasures, or overwriting, in the aforesaid scanned & uploaded documents, shall be valid only if they are signed by the aforesaid authorised person.

5.16.5 The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy Haldia Dock Complex, Kolkata Port Trust.

- 5.16.6 The Price Bid comprised the prices only and the same are to be submitted electronically, through the website of MSTC Ltd. only. No hardcopy of priced "Price Schedule" is required to be uploaded.
- 5.17 Techno-commercial offer :-**
- 5.17.1 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 bidder.
- 5.17.2 If the 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**.
- 5.18 Priced offer :-**
- The Bidder should quote the offered rate appropriately in the PRICE BID, electronically, through the website of **MSTC Ltd.** Only. *Price indicated anywhere else, in any other form or manner, would not be considered for evaluation of **Price Bid**.*
- 5.19 Deadline for submission of bids**
- 5.19.1 Bids must be submitted within the closing date & time **indicated in the Schedule Of Tender (SOT)**.
- 5.19.2 **KoPT** may, at its discretion, *extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering*, by amending the Bidding Documents, in accordance with **ITB**, in which case all rights and obligations of **KoPT** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 5.20 Late Bids :-**
- This e-Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule Of Tender (SOT)** or extension, if any.
- 5.21 Withdrawal of bids :-**
- 5.21.1 A Bidder may withdraw, substitute, or modify their bid on the e-Procurement System, before the closing date and time specified, but not beyond.
- 5.21.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the "**FORM OF TENDER [for Techno-commercial (un-priced) Bid]**." Or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **KoPT**.
- 5.21.3 Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in forfeiture of EMD in accordance with **ITB**.
- 5.22 Bid opening [except Price Bid]**
- 5.22.1 The bids **[except Price Bids]**, will be opened at the date & time, indicated in the **Schedule Of Tender (SOT)**.
- 5.22.2 The on-line bid-opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the bid opening record shall be made available on the e-Procurement System.

E. 5.23 Confidentiality :-

- 5.23.1** Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.
- 5.23.2** Any attempt by a Bidder to influence KoPT in the examination, evaluation and comparison of the bids, or contract award decisions may result in the rejection of their bid and forfeiture of **EMD**.
- 5.23.3** Notwithstanding **ITB Clause No. 5.24.2**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact KoPT on any matter related to the bidding process, they should do so in writing.

5.24 Clarification of bids :-

To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (KoPT) may also ask any bidder to withdraw any terms/conditions mentioned by them in their offer, which are not in conformity with the terms & conditions specified in the bidding documents. In case any bidder fails to submit required clarification within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for clarification and the response shall be in writing.

No change in the prices or substance of the bid shall be sought, offered or permitted, nor will the bidder be permitted to withdraw their bid before expiry of the validity period of the bid.

5.25 Deviations, reservations and omissions :-

During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding documents ;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents ; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

5.26 Responsiveness of bids :-

- 5.26.1** Responsiveness of a bid would be determined on the basis of the contents of the bid itself, and clarification(s) in accordance with **ITB**.
- 5.26.2** A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the work specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Documents, KoPT's rights or the bidder's obligations under the proposed contract; or

- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
 - 5.26.3 Bidders shall not contain the following information / conditions to consider them responsive :
 - (a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno-commercial offers;
 - (b) Adjustable prices, other than the provisions stated in **ITB**.
 - 5.26.4 If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by KoPT and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission.
- 5.27 Nonconformities, errors and omissions**
- 5.27.1 During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.
- Any document submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for submission of further document(s) shall be in writing.
- 5.27.2 **KoPT** shall examine the bids [including the further documents / clarifications received in accordance with **ITB**] to confirm that all documents requested in **ITB** have been provided and to determine the completeness of each document submitted.
 - 5.27.3 Provided that a bid is substantially responsive, **KoPT** may waive any nonconformities or omissions in the bid that do not constitute a material deviation.
- 5.28 Examination of Pre-qualification Criteria**
- 5.28.1 At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the further documents / clarifications received in accordance with **ITB**] will be scrutinized and evaluated.
 - 5.28.2 KoPT may, at their discretion, seek any other detail(s)/document(s), in subsequent course, to ascertain and get confirmed about the competence of the bidder. In case any bidder fails to submit required detail(s)/document(s) within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender. While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.
 - 5.28.3 In case it is found that the Pre-qualification Criteria 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 "Price Bid" of the respective Bidder will not be considered further.

5.29 Examination of Techno-commercial offer :-

- 5.29.1** After scrutiny of the **Pre-qualification Criteria, Techno-commercial Bids** of the Pre-qualified bidders [as indicated above] will be scrutinized & evaluated.
- 5.29.2** **KoPT** shall examine the bid to confirm that all terms and conditions specified in the **Technical Specification** and **Techno-commercial terms and Conditions** have been accepted by the bidder without any material deviation or reservation or omission.
- 5.29.3** If on examination of the "**Techno-commercial Bid**" of pre-qualified bidders, it is found that they have not accepted all Techno-commercial terms & conditions of the Bidding Documents [considering all addenda / corrigenda, issued], "**Price Bid**" part of such bidder(s) will not be opened. "**Price Bid**" part of other bidder(s) will be opened subsequently as per procedure. Decision of **KoPT** on this matter shall be final.

5.30 Opening of Price Bid :-

PRICE BIDS of the bidders, who qualifies in the "Pre-qualification & Techno-commercial Bid", will be opened on a later date, upon due intimation to the concerned bidders at their address furnished by them in their bid.

The on-line price-bid opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the price-bid opening record shall be made available on the e-Procurement System

5.31 Comparison & Evaluation of Price-Bid and selection of Successful Bidder :-

- 5.31.1** While evaluating the Price Bids, the Price quoted by the Bidders against all items of the **Price Schedule** shall be taken into account and the **TOTAL PRICE**, which would be arrived at, by adding quoted prices of all items of the **Price Schedule**, will be considered for evaluation. Selection of the successful bidder will be made on the basis of the **lowest "TOTAL PRICE"** thus arrived.
- 5.31.2** In case it is found that the quoted "TOTAL PRICE" is same for two or more bidders and their bids become the lowest, the respective bidders will be given chance to submit their fresh Price Bid, subject to the condition that the fresh rate so quoted must be less than the rate quoted by the respective bidders earlier. Selection of the successful bidder will be made on the basis of the revised lowest "TOTAL PRICE" thus obtained.

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

- 5.31.3** **KoPT** reserves 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.

E. AWARD OF CONTRACT :-

- 5.33** Subject to **ITB Clause No. 5.31.1, & 5.31.2** contract to be awarded the contract to the Bidder whose offer has been evaluated to be the lowest and is substantially responsive to the Bidding Documents.

5.34 Notification of award

Prior to the expiration of the period of bid validity or extended validity in accordance with **ITB**, **KoPT** shall notify the **Successful Bidder**, in writing, that their bid has been accepted by **Order letter** and will constitute the formation of the contract.

SECTION - VI
COMMERCIAL TERMS & CONDITIONS:

Sl. No	Terms	Response
1	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bids (Part-II) of only those eligible bidders who's Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate/ Udyog Aadhaar certificate.	AGREE
4	<p>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.</p> <p>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.</p> <p>iii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.</p>	AGREE
5	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate / Udyog Aadhar certificate has to be submitted along with the bid.	AGREE
6	Tenders without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
7	Due date of submission of tender will not be extended under any situation.	AGREE

8	<p><u>SCOPE OF WORK:</u></p> <p>The work comprises of supply and delivery of “Aqueous Film Forming Compound (3%) ” as specified in the Bill of Quantities at Central Stores/Site Store of MM Division at Chiranjibpur of Haldia Dock Complex, Haldia.</p>	AGREE
9	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
10	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager (MM), Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
11	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.	AGREE
12	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.	AGREE
13	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
14	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.	AGREE
15	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.	AGREE
16	Bidders may visit Central Store, MM Division of Haldia Dock Complex at Chiranjibpur, Haldia prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager of M.M. Division, HDC or his authorized representative at his office at Jawahar Tower in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE
17	<p><u>VALIDITY :</u></p> <p>The tender shall remain open for acceptance for a period of 120 days from the date of opening of the same.</p> <p>If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.</p>	AGREE

18	<p><u>NON- RESPONSIVE BIDDER :-</u> The offer/tender shall be treated as non-responsive, if :</p> <p>i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.</p> <p>ii) Offer / tender is submitted with any deviation from the tender terms & conditions.</p>	AGREE
19	<p><u>EARNEST MONEY AND SECURITY DEPOSIT :</u></p> <p>i) The Earnest Money received will be refunded or released as the case may be to the unsuccessful Bidder without any interest subject to the provisions made in clause above. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit.</p> <p>ii) The Security Deposit shall be equal to 10% 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.</p> <p>The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period</p> <p>iii) If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled/ Nationalized Bank of India having Branch at Haldia in lieu of Security Deposit.</p> <p>iv) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.</p>	AGREE
20	<p><u>PRICES:</u> Price should be quoted F.O.R HDC's site store(s) / Central Store MM Division, Haldia, i.e. on free delivery basis up to site store(s) / Central of MM, HDC at Haldia.</p>	AGREE
	<p>i) The bidder shall quote his price as per the Bill of Quantities in the Price Bid (Part II). Price(s) shall be quoted up to F.O.R. destination, Haldia, including charges for packing, forwarding, loading, transportation, unloading, and stacking and transit risk. Necessary for the complete services as described in the documents i.e. on free delivery basis up to Central Store/ site, at Chiranjibpur, Haldia.</p>	AGREE
	<p>ii) The Bidder shall state clearly the percentage of GST with HSN code no. that will be charged extra over his quoted rates.</p>	
	<p>iii) Orders may be placed in parts. Each bidder shall keep in mind while Quoting his rate against any item that, in the event of part order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire supply of goods is completed.</p>	AGREE
	<p>iv) Price(s) to be quoted should remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in Taxes etc. In case of statutory decrease in rates of Taxes etc. the price would be correspondingly decreased.</p>	AGREE

	v) Any modification (addition /deletion /alteration of GST) in taxes in future by the GOI shall be applicable.	AGREE
21	<p><u>EVALUATION CRITERIA :</u></p> <p>i) Evaluation will be made on overall lowest (L1) price basis excluding GST 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.</p> <p>ii) Bidder(s) required to quote for all the items, failing which his/her offer will not be considered for further evaluation.</p>	AGREE
22	<p><u>GST :</u></p> <p>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.</p>	AGREE
23	<p><u>PAYMENT:</u></p> <p>90% payment will be made within 30 days after satisfactorily completion of supply & after acceptance at HDC. Balance 10% amount will be retained as a Security Deposit.</p> <p>Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same at designated points and on submission of Bill accompanied with Inspection Certificate, if any, and challan duly signed by consignee or his authorized representative. The bills should be submitted in quadruplicate to Manager (MM)'s Office with necessary documents e.g., receipted challan in duplicate, Excise Invoice with Cenvatable Transporter's copy (if applicable), test certificate, guarantee certificate inspection report, if any.</p> <p>Payments shall be credited to supplier's bank account through NEFT/RTGS mechanism at all centers where such facilities are available in the bank. Accordingly bidders are requested to submit their bank Account No with the name and address of the bank along with the branch name account no. and IFS code number in the bill. Payment may be made in maximum three installments.</p>	AGREE
24	<p><u>DELIVERY:</u></p> <p>i) Supply and Delivery against each Order has to be completed within 45(Forty Five) days of receipt of Purchase Order.</p> <p>ii) Materials are to be delivered at Central Stores/Site of HDC, Haldia. Materials shall be delivered by the supplier at their cost, risk and responsibility up to Site Store(s), MM Division, Haldia Dock Complex.</p> <p>iii) Delivery period shall binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name may be removed from the list of approved suppliers.</p>	AGREE

	iv) In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.	
	<p>iii) Delivery period shall binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name may be removed from the list of approved suppliers.</p> <p>iii) In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.</p>	AGREE
25	<p><u>DESPATCH ARRANGEMENTS:</u></p> <p>The supplier shall be fully responsible for any transit loss or damage to the materials.</p> <p>The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Saturday, Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time delivery for jointly noting with the representative of Ko.P.T. the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans for the same. Delivery will not be accepted if not accompanied with proper delivery challans (in quadruplicate) and other related documents test certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.</p>	AGREE
26	<p><u>INSPECTION AND TESTING:</u></p> <p>The AFFF 3% has to be inspected by the third party agencies like IRS/ABS/DNB/Lyods before dispatch and relevant Inspection Certificates must be produced along with the Invoice. Inspection and testing charges will be born by supplier.</p> <p>After delivery, If necessary, samples from the supplies may be drawn jointly and the same will be tested at Government Test House/NABL Labs and if found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost and arrangement.</p>	AGREE
27	<p><u>GUARANTEE CERTIFICATE :</u></p> <p>The material shall have to be guaranteed against defects by the supplier for a period of 24 (Twenty) months from the date of final acceptance. If any defect, whatsoever, develops during this guarantee period, the same will have to be rectified/ replaced (as the case may be) by the Bidder at their own cost. A Guarantee certificate should be submitted by the supplier along with the delivery materials at Central Store.</p>	AGREE

28	<p><u>PACKING:</u></p> <p>Packing should be in UL approved 200 Liters HMHDPE Leak Proof Cans/Drums.</p> <p>Suppliers shall be responsible for proper packing and delivery of materials in good condition. Materials shall be packed in proper way by the supplier at his own cost and arrangement for protection against damage, loss, leakage, breakage etc.</p>	AGREE
29	<p><u>TRANSIT RISK :</u></p> <p>Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.</p>	AGREE
30	<p><u>DOCK PERMITS :</u></p> <p>The successful Bidder shall have to obtain permits from the office of the Sr. Dy. Manager (MM), HDC or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued to the Bidder against receipt of proper application with payment of necessary charges for the same during normal working hours on any working day.</p>	AGREE
31	<p><u>REJECTION OF MATERIALS:</u></p> <p>Notwithstanding the inspection and passing of materials by Trustees' authorized person (representative of MO division), any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest.</p> <p>The supplier shall at his own arrangement and cost replace within a period of 1 (one) month of all such defective and rejected materials. Rejected materials shall be at Supplier's risk.</p> <p>Supplier must be collected from Manager (Marine Operation)'s Store within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.</p>	AGREE
32	<p><u>RISK PURCHASE:</u></p> <p>In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager (MM), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the Sr. Dy. Manager (M.M.) or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).</p>	AGREE
33	<p><u>BANNED OR DE – LISTED CONTRACTORS:</u></p> <p>Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, quasi – Government agency or, PSU. If a bidder has been banned / de-listed by any Government or, quasi –Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.</p>	AGREE
34	<p><u>FORCE MAJEURE:</u></p> <p>In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the</p>	AGREE

	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.	
35	<u>JURISDICTION OF COURT :</u> The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Kolkata.	AGREE
36	<u>WORKMEN COMPENSATION :</u> The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.	AGREE
37	<u>PERSONAL PROTECTIVE EQUIPMENT(PPE):</u> Suppliers and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of supply of materials inside the dock premises.	AGREE

SECTION – VII

CHECKLIST

(To be printed on the bidder's Letter Head duly filled scanned and uploaded after seal and signature):-

SI No.	DOCUMENTS TO BE UPLOADED (IF APPLICABLE)		YES /NO/NA (as the case may be)
1.	Details of Bid Document Fee submission	::	
2.	Details of Earnest Money Deposit (EMD) submission	::	
3.	Goods and services tax registration certificate	::	
4.	Certificate for allotment of Employees Provident Fund (EPF) code no.	::	
5.	Registration certificate of Employees State Insurance (ESI)	::	
6.	PAN card	::	
7.	Valid Trade license or Trade certificate of enlistment or certificate of incorporation or certificate of registration or certificate of proof nationality of any country.	::	
8.	Valid NSIC certificate and DIC certificate	::	
9.	Audited balance sheet and profit and loss accounts for the last three financial years.	::	
10.	Credential for supply of similar items to Government /PSU/ Public or Private organization for the last five year along with any one or more of the documents. A) Receipted challans. B) Certificate of execution goods receipt note, excise invoice, tax invoice, consignment note or any other document as a proof of supply	::	
11.	Certificate of Equivalence of Grade and Technical Literature.	::	
12.	Any Other Document(s) Deemed Necessary as per Tender.	::	

SECTION – VIII

UNPRICED BILL OF QUANTITIES

Tender for supply & delivery of "AQUEOUS FILM FORMING COMPOUND (AFFF) (3%),
IS: 4989:2006 MARKED"

TENDER No.: HDC/MM/OT-27/25/26

Sl. No.	Description Of Item	Unit	Quantity	If your offer exactly match to our specification, write 'YES', else give your technical details & specify make / brand
1.	<p>a) Aqueous Film Forming Foam (AFFF) -3% concentrate. IS: 4989:2006 Marked.</p> <p>b) IRS approved, UL Listed and manufactured as per UL 162 & DGQA (Director General of Quality Assurance) certification from Ministry of Defense.</p> <p>c) Spreading coefficient more than 4.5 as per OISD (Oil Industries Safety Directorate).</p> <p>d) Shelf-life -10Years.</p>	Ltr.	49560	

SECTION – IX

UNPRICED BILL OF QUANTITIES

PRICED BILL OF QUANTITIES

Tender for supply & delivery of "AQUEOUS FILM FORMING COMPOUND (AFFF) (3%),
IS: 4989:2006 MARKED"

TENDER No.: HDC/MM/OT-27/25/26

Sl. No.	Description of Item	Unit	Qty	Unit Rate on F.O.R. Upto HDC's Store at Haldia basis	(%) of GST	Evaluated Cost
				(In Rs.)	(%)	(In Rs.)
				A	B	C= (A+A*B %)
1.	<p>a) Aqueous Film Forming Foam (AFFF) -3% concentrate. IS: 4989:2006 Marked.</p> <p>b) IRS approved, UL Listed and manufactured as per UL 162 & DGQA (Director General of Quality Assurance) certification from Ministry of Defense.</p> <p>c) Spreading coefficient more than 4.5 as per OISD (Oil Industries Safety Directorate).</p> <p>d) Shelf-life -10Years.</p>	Ltr.	49560			