

कलकत्ता पत्तन न्यास  
KOLKATA PORT TRUST

हल्दिया गोदी परिसर  
**HALDIA DOCK COMPLEX**  
MO DIVISION

*BIDDING DOCUMENTS*

( e-Tender)

[Tender No: MMO/45-B/CRFT/SASANKA/TNDR/244]

**FOR**

E-Tender for supply and delivery of “**RECONDITIONED TURBOCHARGER MODEL –VTR214-11, MAKE-BBC**” (As per Bill Of Quantities) to Haldia Dock Complex.



**March-2019**

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

E-Tender in single cover, single stage, two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafied & experienced suppliers for supply and delivery of “**Reconditioned Turbocharger Model –VTR 214-11, Make-BBC**” as per Bill of Quantities to Haldia Dock Complex.

The Bid Document may be seen from the Central Public Procurement Portal (**CPPP**). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website <https://eprocure.gov.in/eprocure/app> only. The tender is also published on KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)).

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

**(Tender No. MMO/45-B/CRFT/SASANKA/TNDR/244)**

1.1	Work Title	::	Supply and delivery of “ <b>Reconditioned Turbocharger Model –VTR 214-11, Make-BBC</b> ” as per Bill of Quantities to Haldia Dock Complex.
1.2	E-Tender No.	::	<b>2019_KoPT_454751</b>
1.3	Tender Authority	::	<p>Manager (MO), Haldia Dock Complex ; Kolkata Port Trust.</p> <p><b>Address:</b> Office of the M.O. Division, Marine House P.O.:- Chiranjibpur; Dist.:- Purba Medinipur ; PIN:-721604 West Bengal, India.</p> <p><b>Telephone no. :</b> + 91-3224-252350 <b>Mobile no. :</b> +91-9434036788 <b>E. mail :</b> <a href="mailto:pmahapatra.hdc@nic.in">pmahapatra.hdc@nic.in</a></p>
1.4	Mode of Tender	::	<p><b>e-Procurement System</b></p> <p>(Online single stage, single cover, two part Techno-Commercial Bid and Price Bid through CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) The intending bidders are required to submit their offers electronically through e-tendering portal.</p> <p><b>No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.</b></p>
1.5	Date and time from which bidding documents are available for downloading by the intending bidders.	::	<b>13/03/2019, 11:00 Hrs. (IST).</b>

1.6	Pre-Bid Meeting starting date & Time.	::	NA
1.7	Pre-Bid Meeting closing date & Time.	::	NA
1.8	Venue of Pre-Bid Meeting	::	NA
	i) Bid Document Fee (Cost of bidding document)	::	The intending bidders should deposit <b>Rs. 590.00</b> (Indian Rupees: Five hundred ninety only) <b>[including GST @ 18%]</b> , as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
	ii) Earnest Money Deposit (EMD)	::	The intending bidders must deposit <b>Rs.2890.00</b> (Indian Rupees: Two Thousand Eight Hundred Ninety only), as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. 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.
2.0	Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.	::	<b>16/04/2019, up to 15:30 Hrs. (IST).</b> (Copy of the DD/Banker's Cheque should be uploaded on line).
2.2	i) Starting date & time of e-Tender for submission of on line Pre-qualification & Techno-Commercial Bid and price Bid at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	::	<b>13/03/2019, from 11:30 Hrs(IST)</b>
	ii) Closing date & time of e-Tender for submission of on line Pre-qualification & Techno-Commercial Bid and price Bid at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	::	<b>15/04/2019, up to 15:00 Hrs(IST)</b>
	iii) Date & time of opening of Techno-Commercial and Price Bid of Tender	::	<b>16/04/2019, from 15:30 Hrs. (IST) onwards.</b>

## **2. SHORT TENDER NOTICE**

E-Tender in **single cover, single stage, two part system (Part I: Techno-Commercial Bid and Part II: Price Bid)** are invited from reliable, bonafide & experienced suppliers for Supply and delivery of **“Reconditioned Turbocharger Model –VTR 214-11, Make-BBC”** to Haldia Dock Complex, as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

➤ <b>Name of work</b>	::	Supply and delivery of <b>“Reconditioned Turbocharger Model –VTR 214-11,Make-BBC”</b> to Haldia Dock Complex,
➤ <b>E-Tender No</b>	::	<b>2019_KoPT_454751</b>
➤ <b>Date and Time for site visit</b>	::	<b>Optional(at vendor’s own cost)</b>
➤ <b>Last date of submission of e-tender and opening of Techno Commercial Part</b>	::	<b>Submission Up to 15:00 hrs. on 15.04.2019</b> <b>Opening After 15:30 hrs. on 16.04.2019</b>

Details of the Tender & Tender Documents are available in web site of CPPP and have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/apponly>.

### **3. NOTICE INVITING TENDER**

**WORK TITLE:** - Supply and delivery of “**Reconditioned Turbocharger Model –VTR 214-11,Make-BBC**” (As per Bill Of Quantities) to Haldia Dock Complex.

#### **3.1 E-TENDER NO: 2019\_KoPT\_454751**

E-Tender in **single cover, single stage, two part system (Part I: Techno-Commercial Bid and Part II: Price Bid)** are invited from reliable, bonafide & experienced suppliers with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria;

#### **3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS: -**

- i) Average Annual Financial Turnover during the last three years, ending on **31-03-2018**, or last completed year as applicable to the company should be at least **INR 1, 72,250/-**.
- ii) Experience of having successfully completed similar works (supply) during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following: -
  - a. Three similar completed works (supply) costing not less **INR 2, 31,000/-**.
  - Or
  - b. Two similar completed works (supply) costing not less than **INR 2, 68,750/-**.
  - Or
  - c. One similar completed works (supply) costing not less than **INR 4, 62,000/-**.
- iii) Similar works means: Supply and delivery of Reconditioned Turbocharger/Similar other machinery parts to State Govt./Central Govt./ PSU or Public / Private organization, which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents:

Certificate of execution / Goods Receipt Note / Excise Invoice / Tax Invoice / Receipted challan copy / Payment receipted documents or any other documents substantiating the proof of supply of equipment to the satisfaction of the tender issuing authority.

#### **3.3 TENDER AUTHORITY:-**

Manager (MO), Haldia Dock Complex, Marine House, P.O. Chiranjibpur, Dist. Purba Medinipur – 721 604, Tele-Fax: - [03224]-252251.

<b>Due Date Of submission</b>	<b>15.04.2019</b>	<b>Time</b>	<b>UPTO 15:00 hrs.</b>	<b>Date of Opening of Techno Commercial Bid of the Tender</b>	<b>16.04.2019</b>	<b>Time</b>	<b>15:30 hrs. Onwards.</b>
<b>Bid document will be available on CPP portal. Bidders will have to participate in bidding process through website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> only</b>							
<b>Date and Time of site visit</b>			<b>Optional(vendor's own cost)</b>				

Cost of Tender document (Non-refundable)	<b>Rs. 590.00 (Rupees Five Hundred ninety only) including 18% GST.</b>
Earnest Money Deposit	<b>Rs.2890.00</b> (Indian Rupees: Two thousand eight hundred and ninety only)
Time Of Completion	<b>30 (thirty) days from the date of receipt of order by the successful bidder.</b>
Estimated Cost Of Work	<b>Rs. 577500.00 [Rupees Five Lakh Seventy Seven Thousand Five Hundred only] plus GST.</b>

### 3.4 OTHER INSTRUCTIONS:-

3.4.1 E-Tender in **single cover, single stage, two part system (Part I: Techno-Commercial Bid and Part II: Price Bid)** are invited from reliable, bonafide & experienced suppliers for Supply and delivery of **“Reconditioned Turbocharger, Model –VTR 214-11, Make-BBC”** (As per Bill of Quantities) to Haldia Dock Complex.

3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site of CPPP and have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/app> only.

3.4.3 E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document downloaded from the website. If any deviation / discrepancy are found after submission of tender, the submitted offer will be summarily rejected.

3.4.4 Bidders shall submit the Bid Document as stipulated in the “Instructions to Bidders” of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

3.4.5 E-Tenderers will be received through CPPP up to 15:00 hrs. On the last date of submission and opening of tender specified above.

3.4.6 E-Tenders (both Techno-Commercial Bid and Price Bid) will be simultaneously opened shortly after 3.00 p.m. on the stipulated date.

3.4.7 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

3.4.8 It is stated here that the subject tender may not be extended further.

3.4.9 Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part Without assigning any reason whatsoever thereof.

**Manager (M.O.)  
Haldia Dock Complex**

#### **4. Important instructions for E-procurement**

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

**Contact Persons (Kolkata Port Trust, Haldia Dock Complex):**

1. P.Mahapatra, Dy. Manager(ME), Mob: 9434036788, email: pmahapatra.hdc.hdc@nic.in
2. P.P.Maiti, Chief Engineer (MO), Mob: 9434031280, e mail: ppmaiti.hdc@nic.in

**Contact persons (CPP Portal):**

1. Shri Nazmush – Mob: 9563251950 email: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com)  
See CPP Portal for contact details.

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda. <b>A declaration in this regard is to be made by the bidder.</b>
9	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid.  (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal



## **5. INSTRUCTION TO BIDDER**

**E-TENDER FOR SUPPLY AND DELIVERY OF “Reconditioned Turbocharger Model –VTR214-11, Make-BBC” (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX.**

**E -TENDER NO: 2019\_KoPT\_454751**

### **5.0 PREFACE:**

The Supply and Delivery work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the MANAGER (MO) on any working day before quoting for the tender.

### **5.1 EARNEST MONEY:**

Earnest money and cost of tender document are to be physically deposited at the office of Tendering Authority ( Manager(M.O.)Marine House, Haldia Dock Complex, Chiranjibpur, PIN 721604), separately in a single sealed envelope, mentioning Tender no. with proper marking.

Demand Draft /Banker's Cheque /Pay Order etc. against Earnest money and cost of tender document, should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder in favour of Kolkata Port Trust, payable at Haldia before opening of the tender, as specified in the Tender Document.

**5.1.1** Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting bidder :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) DD/BC No. :

**5.1.2** Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting bidder :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) DD/BC No. :

Tender submitted without requisite Earnest Money and tender paper will be liable for rejection.

## **5.2 MODE OF SUBMISSION OF BID :**

5.2.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

5.2.2 Techno commercial part shall contain the following which are to be uploaded: -

- a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) The un-priced “Abstract Form Of Tender” & “Form Of Tender” (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.
- d) Bidder’s information to be submitted as per enclosed format marked as Annexure-II.
- e) A Declaration as per ‘**Annexure – I**’ that no conditions / deviations have been added in the price part of the Bid.
- f) Scan copy of the following documents to be uploaded:-
  - i) GSTIN / Provisional GST registration certificate.
  - ii) Valid Trade Licence.
  - iii) Valid Professional Tax Clearance Certificate / Up to date tax payment, if applicable.
  - iv) Proof of possessing valid Employees’ Provident Fund (EPF) Account, if applicable.
  - v) Proof of being registered with Employees’ State Insurance Corporation (ESIC), if applicable.
- g) Credentials in the form of copies of Letters of Award of Works (supply) along with corresponding document to justify that the intending bidder satisfies the pre-qualification criteria, regarding completion of supply.
- h) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (**i.e. 2015-2016, 2016-2017, 2017-2018**).
- i) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

5.2.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

## **5.3 OPENING OF BIDS:**

PART –I containing techno-commercial part and PART-II containing Price Part will be opened on the date and time as fixed in the e-tender document online.

#### **5.4 SECURITY DEPOSIT:**

**5.4.1** For the successful Bidder, the **Security Deposit** shall be converted from the Earnest Money deposit in accordance with clause 3.4 (f) and (g) of the General Conditions of Contract.

**5.4.2** Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

#### **5.5 REFUND OF EARNEST MONEY:**

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after finalization of the e-Tender.

#### **5.6 VALIDITY OF OFFER:**

The e-tender shall remain valid for a period of **120 [one hundred and twenty] Days** from the date of opening 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 e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

#### **5.7 DETAILED SCRUTINY OF E-TENDERERS:**

5.7.1 During the course of examination of the bids, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The bids of those bidders who meet the qualifying criteria of NIT shall be opened.

5.7.2 During Evaluation of tender, an offer shall be considered **non-responsive** in case

- (i) Requisite earnest money is not deposited.
- (ii) Requisite tender paper cost is not deposited.
- (iii) validity of the offer is less than tender stipulation,
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT.
  
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

In addition to above, a bidder may be disqualified if –

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last five years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

**5.8 For Micro & Small Enterprises (MSEs) registered with NSIC:-**

- 5.8.1 Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves waiver of EMD and cost of tender documents :-
- 5.8.2 Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of equipments registered must be submitted with tender.

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

**[Note:-**Bidders shall upload scanned copy of necessary document in this regard]

**5.9.1 For Micro & Small Enterprises (MSEs) registered with NSIC:**

If eligible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with Authorities 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 of 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.

**5.10 ACCEPTANCE OF TENDER:**

- 5.10.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 5.10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 5.10.3 The successful Tenderer will be notified in writing of the acceptance of his tender.
- 5.10.4 Work experience, as a sub-supplier or supply contractor shall not be considered as the requisite qualification

**5.11 MISCELLANEOUS:**

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.

- (iii) The equipment shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (iv) The sums in the tender are in Indian Currency. The language used throughout shall be in English.
- (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- (vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in KoPT, but such a declaration is necessary in the interest of Trustees against any possible lapses.

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### Commercial Terms & Conditions:

Sl. No.	Terms & Conditions
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.
2	Techno-Commercial Bid and Price Bid will be opened simultaneously as the Date and Time stipulated in NIT.
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.
4	<p>i) Micro &amp; Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>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 equipment as per new public procurement policy.</p> <p>iii) If Micro &amp; Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the equipments 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 equipments will not be considered.</p>
5	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
6	Due date of submission of tender will not be extended under any situation.
7	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
8	Tenders without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for equipments for which the tender is invited.
9	<p><b><u>SCOPE OF WORK:</u></b></p> <p>The work comprises of supply and delivery of " Reconditioned Turbocharger Model –VTR214-11,Make-BBC" which should fit and synchronize with Bergen Main Engine ,Model No-KRMB-6,BHP-1700, as specified in the Bill of Quantities at Marine Repair Workshop Stores of M.O.Division,HDC.</p>
10	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.

11	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 (MO), Haldia Dock Complex, thereon shall be final and binding upon all parties.
12	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 KoPT's website ( <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a> ).
13	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
14	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.
15	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
16	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.
17	Bidders may visit the site (delivery point) at own cost, prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying equipment etc. before submission of the tender. He may contact the Manager of M.O. Division or his authorized representative at his office at Marine House, Haldia Dock Complex 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.
18	<p>Authority in signing the documents for submission of Tender / Offer:</p> <p>All documents to be uploaded by the bidder should be signed under official seal by –</p> <p>18.1 In case the Tender is submitted by a Proprietorship Firm, the same should be signed either by Proprietor or other person, holding a valid Power of Attorney from the Proprietor, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.</p> <p>18.2 In case the Tender is submitted by a Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partners.</p> <p>18.3 In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney executed in his favour (in connection with this Tender) and the signature of such Power of Attorney holder should also be attested, in accordance with the Constitution of the Limited Company.</p>
19	<p><b><u>VALIDITY :</u></b></p> <p>The tender shall remain open for acceptance for a period of <b>120 days</b> 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>

20	<p><b><u>NON- RESPONSIVE BIDDER :-</u></b>  The offer/tender shall be treated as non-responsive, if :</p> <p>i) <b>120 days</b> validity from the date of opening of the Bid is not accepted / agreed to as per tender condition.</p> <p>ii) Offer / tender is submitted with any deviation from the tender terms &amp; conditions.</p>
21	<p><b><u>EARNEST MONEY AND SECURITY DEPOSIT :</u></b></p> <p>i) The <b>Earnest Money</b> Deposit shall be released to the unsuccessful Bidder without any interest after finalization of Successful bidder. The Earnest Money of the successful Bidder shall be released after receiving Security Deposit.</p> <p>ii) <b>1 % ( one percent)</b> of the <b>basic contract</b> value will be deducted from the payable amount to the successful tenderer after the completion of tendered work as <b>Security Deposit</b>. EMD of the successful tenderer will be adjusted during payment .Security Deposit shall be refunded without interest within <b>30 days</b> after completion of <b>guarantee period</b>.</p> <p>iii) If the contract value of Rs. One lac and above, the supplier shall be offered a DD or Bank Guarantee in the form of Security Deposit by any nationalized/scheduled bank payable at Haldia. The Bank Guarantee shall be submitted in the format available with HDC.</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> <p>v) The <b>guarantee period is 180 Days</b> after successful delivery of tender specified equipment at Marine Repair Workshop Stores, M.O.Division.</p>
22	<p><b><u>PRICES:</u></b>  Price should be quoted <b>basic rate at Vendor’s site/store exclusive of GST</b>.  <b>Packing, Forwarding and Freight charges may be considered as on actual.</b></p> <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 basic rate at Vendor’s site/store. Packing, <b>Forwarding and Freight charges may be considered as on actual. Transit risk will be borne by vendor</b> as and when necessary for the complete services as described in the documents up to Marine Repair Workshop Stores, M.O.Division, Haldia Dock Complex, Haldia.</p> <p>ii) The Bidder shall state clearly the <b>percentage of GST</b> as applicable quoted in Annexure-III.</p> <p>iii) Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any equipment that, in the event of part order being placed, his quoted rate against the ordered equipment, 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> <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 &amp; Duties. In case of decrease in rates of statutory taxes &amp; duties, the price would be correspondingly decreased.</p>



23	<p><b><u>EVALUATION CRITERIA :</u></b></p> <p>i) Evaluation will be made on the lowest (L1) landed price exclusive of GST quoted against individual equipments 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 &amp; Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any equipment as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.</p> <p>It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.</p> <p>ii) In the event of Part Order being placed, the rate(s) against each of the equipment(s) constituting the order shall be identical to the rate(s) for the corresponding equipment(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.</p>
24	<p><b><u>INSPECTION AND TESTING</u></b></p> <p>Inspection of equipment shall be done by Trustees' authorized representative of M.O Division., HDC after delivery of the equipment at Marine Repair Workshop, M.O division.</p> <p>The Inspector will carry out the inspection of the equipment. The authorized representative of the tenderer may witness the inspection and sign on the inspection report.</p> <p>Inspection by representative of trustees' shall not relieve the supplier of his obligation for furnishing the equipment in accordance with the specification.</p> <p>The equipment supplied by the supplier should strictly conform to the laid down specifications of the tender/order and the accepted samples. If found inferior to the laid down specifications of tender/order, the equipment will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected equipment shall be replaced by the supplier at his own cost.</p>

25	<p><b><u>PAYMENT:</u></b>  <b>Payment will be made after fitment (may take minimum 7 days) and thereafter successful operation of minimum 15 days</b> on the basis of actual supply and delivery of equipment 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 (MO)'s Office with necessary documents e.g., receipted challan in duplicate, test certificate, guarantee certificate, inspection report, if any. Payment will be made against supplier's clear bill within 30(thirty) days of receipt of satisfactory acceptance of equipment at central store/ site. Payments shall be credited to supplier's bank account through NEFT/RTGS mechanism at all centres 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.</p>
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26	<p><b><u>DELIVERY:</u></b></p> <p>i) Supply and Delivery against the Order has to be completed within <b>30(thirty)</b> days of receipt of Purchase Order.</p> <p>ii) Equipment is to be delivered at Marine Repair Workshop Stores, M.O. Division, HDC. Equipment shall be delivered by the supplier at their cost, risk and responsibility up to MRW Store(s), Haldia Dock Complex.</p> <p>iii) Delivery period shall binding on the supplier. If delivery of equipment 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.</p> <p>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 equipments 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>
27	<p><b><u>PACKING:</u></b></p> <p>Suppliers shall be responsible for proper packing and delivery of equipment in good condition. Equipment shall be packed in proper way by the supplier at his own cost and arrangement for protection against damage, loss, leakage, breakage etc.</p>
28	<p><b><u>DESPATCH ARRANGEMENTS:</u></b></p> <p>The supplier shall be fully responsible for any transit loss or damage to the equipment. The supplier shall send advance intimation as to the actual date of delivery of each and every instalment of supply. Delivery of equipment will not be accepted on Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time delivery for jointly noting with the representative of Ko.P.T. The discrepancies, if any, regarding the particulars of equipment actually delivered against the challans for the same delivery will not be accepted. Delivery will not be accepted if not accompanied with proper delivery challans (in quadruplicate) and other related documents like inspection certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account. In case <b>e-way bill</b> is required to deliver the equipment, suppliers need to arrange themselves for the same through latest online portal.</p>

29	<p><b><u>TRANSIT RISK :</u></b></p> <p>Transit risk will be on supplier's account up to the successful and safe delivery of the equipment at Marine Repair Workshop Stores, M.O.Division, HDC. .</p>
30	<p><b><u>DOCK PERMITS :</u></b></p> <p>The successful Bidder shall have to obtain permits from the office of the Manager (MO), 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.</p>
31	<p><b><u>REJECTION OF EQUIPMENT:</u></b></p> <p>Notwithstanding the inspection and passing of equipment by Trustees' authorized person at delivery point, 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 equipment.</p> <p><b>Rejected equipment shall be at Supplier's risk.</b> They must be collected within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such equipment, 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 equipment.</p>
32	<p><b><u>LIQUIDATED DAMAGES:</u></b></p> <p>If the successful bidder (supplier) failed to supply equipment during the delivery period, the supplier shall be imposed liquidated damage @ ½ percent of the basic cost excluding GST as applicable for every week delay on equipment out of schedule of delivery which should not exceed 10 per cent of the total landed cost.</p>
33	<p><b><u>BANNED OR DE – LISTED CONTRACTORS:</u></b></p> <p>Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, quasi – Government agency or, PSU. If a bidder has been banned / de-listed by any Government or, quasi –Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.</p>
34	<p><b><u>FORCE MAJEURE:</u></b></p> <p>In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub- Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.</p>
35	<p><b><u>JURISDICTION OF COURT :</u></b></p> <p>The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Kolkata.</p>

36	<p><b><u>WORKMEN COMPENSATION :</u></b>  The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading &amp; 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.</p>
37	<p><b><u>PERSONAL PROTECTIVE EQUIPMENT(PPE):</u></b>  <b>Suppliers and their workmen including driver &amp; helper must use PPE i.e. safety helmet etc. at the time of supply of equipment inside the dock premises.</b></p>
38	<p><b><u>DEFAULT CRITERIA:</u></b></p>
	<p>HDC may serve a written notice of default to the Supplier in case of following situations</p>
	<p>i) If supplier fails to deliver the equipment within the Time period(s) specified in the contract or any extension thereof granted by HDC.</p>
	<p>ii) Delivery is unsatisfactory as per Tender Terms.</p>
	<p>iii) If supplier fails/delays to perform any other obligation(s) under the Contract.</p>
	<p>iv) In either of the above circumstances, does not remedy his failure within a period as specified in contract or such period as HDC may authorize in writing after serving default notice to the supplier.</p>

## **7. PREAMBLE TO THE BILL OF QUANTITIES**

**E-TENDER FOR SUPPLY AND DELIVERY OF “Reconditioned Turbocharger Model –VTR214-11, Make-BBC” (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX.**

**E -TENDER NO: 2019\_KoPT\_454751**

7.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

7.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to supply and delivery of the equipment as the work actually carried out at the accepted rates as per Order Letter. The execution of work shall be measured jointly by the Engineer or his Representative and vendor.

**The Tender Price thus established would be taken for comparative evaluation, subject to the relevant provisions of the tender.**

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### **8. BILL OF QUANTITIES (UN-PRICED BID)**

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

[BIDDERS NOT TO QUOTE HERE]

Tender for supply & delivery of "Reconditioned Turbocharger Model –VTR214-11,Make-BBC"

Tender No.: **MMO/45-B/CRFT/SASANKA/TNDR/244** & E -Tender No.: 2019\_KoPT\_454751

<b>Sl. No.</b>	<b>Description Of Equipment</b>	<b>Unit</b>	<b>Quantity</b>	<b>If your offer exactly match to our specification, write 'YES', else give your technical details &amp; specify make / brand</b>
1.	<b>Reconditioned Turbocharger Model –VTR214-11,Make-BBC which should fit and synchronize with Bergen Main Engine, Model No-KRMB-6, BHP-1700</b>	<b>Nos</b>	<b>1</b>	

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**Signature of Tenderer with Office Seal**

## 9. ANNEXURE-I

### DECLARATION OF THE BIDDER

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

[To be printed on the bidder's Letter Head duly filled and uploaded after seal & signing]

To,  
Manager (MO)  
Haldia Dock Complex ;  
Kolkata Port Trust.

Name of Work:

PROCUREMENT OF “Reconditioned Turbocharger Model –VTR214-11,Make-BBC” (as per the Bill of Quantities) to Haldia Dock Complex, Haldia. .

Tender No. : MMO/45-B/CRFT/SASANKA/TNDR/244

E-Tender No.: 2019\_KoPT\_454751

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

\* I / We have not been debarred or de-listed by any Government or Quasi-Government Agencies or Public Sector Undertaking in India.

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 not made any addition / modification / alteration in the Bidding Documents hosted in the websites.

I / We have deposited Requisite Earnest Money.

OR

I / We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) as per tender condition. The offered prices would be given in the “Price Bid (Part-II)” electronically, through the website of CPPP only.

I / We agree that the period for which the Tender shall remain open for acceptance shall not be less than 120 days.

I/We have not made any addition/ modifications/alteration in the Bidding Documents hosted in the websites.

I/We have submitted all the information applicable as per Annexure-II.

The offered prices would be given in the “Price Bid (section)” electronically, through the Website of CPPP Ltd. only.

Signature of authorized person of the bidder  
(With office seal)

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

**10. ANNEXURE-II**

**BIDDER'S INFORMATION**

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

**GENERAL INFORMATION OF THE BIDDER**

The bidder must submit the information in this format.

<b>1.</b>	<b>Information regarding bidder's authorized representative(s) / contact person(s)</b>		
	<b>a )</b>	<b>Name(s)</b>	
	<b>b )</b>	<b>Address(es)</b>	
	<b>c )</b>	<b>Telephone number(s)</b>	
	<b>d )</b>	<b>Facsimile number(s)</b>	
	<b>e )</b>	<b>Electronic mail address</b>	
	<b>2.</b>	<b>a )</b>	<b>Address of the branch office, if any</b>
	<b>b )</b>	<b>Name of the contact person at branch office</b>	
	<b>c )</b>	<b>Telephone number(s)</b>	
	<b>d )</b>	<b>Facsimile number(s)</b>	
	<b>e )</b>	<b>Electronic mail address</b>	
<b>3.</b>	<b>Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited/ Pvt. Limited Company</b>		
<b>4.</b>	<b>Details of the Banker(s):</b>		



a )	Name of the Banker(s) in full.	
b )	Address(es) of the Banker(s)	
c )	Telephone number(s)	
d )	Facsimile number(s)	
e )	Electronic mail address	
f )	Name(s) of the contact person(s)	

**Annexure-II**

5.	Bank details for ECS payment :	
	a ) Bank Account number.	
	b ) Name of the bank.	
	c ) Name of the branch.	
	d ) Address of the branch.	
	e ) IFSC code	
6.	Income Tax details (if applicable) :	
a )	Permanent Account Number (PAN)	
b )	GST Registration Number	
7.	Employees' Provident Fund (EPF) Code No., if applicable	
8.	Employees' State Insurance (ESI) Code No., if applicable	

**Signature of Tenderer with Office Seal**

**11. ANNEXURE-III**

**TO INDICATE THE FOLLOWING DETAILS OF GST:**

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

Sl. No.	Equipment Description	HSN Code	GST Rate (In %)		
			CGST Rate	SGST Rate	IGST Rate
1	Reconditioned Turbocharger Model – VTR214-11,Make-BBC				

**Signature of Tenderer with Office Seal**

**12. ANNEXURE-IV**

**Bidder's Bank Details**

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

<b>A/c No.</b>	
<b>A/c holder Name:</b>	
<b>Bank Name &amp; Bank Address:</b>	
<b>Branch Name:</b>	
<b>IFSC:</b>	

**Signature of Tenderer with Office Seal**

**ANNEXURE-V**

**PART-II**

**PRICED BILL OF QUANTITIES**

**[BIDDERS NOT TO QUOTE HERE]**

<b>Sl. No.</b>	<b>Description Of Equipment</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Basic Price exclusive of GST</b>
1.	Reconditioned Turbocharger Model –VTR214-11,Make-BBC which should fit and synchronize with Bergen Main Engine, Model No-KRMB-6, BHP-1700	Nos.	1	

#### **14. ANNEXURE-VI**

##### **CHECKLIST**

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

<b>SI No.</b>	<b>DOCUMENTS TO BE UPLOADED (IF APPLICABLE)</b>	<b>YES /NO/NA (as the case may be)</b>
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 work 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. :	

**Signature of Tenderer with Office Seal**