

TENDER DOCUMENT
KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
E-TENDER FOR PROCURMENT OF MEDICAL HISTORY BOOK FOR
KOLKATA DOCK SYSTEM
NOTICE INVITING TENDER No. Advt./46/16-17/24/III Dated: 16.11.2016
TENDER NOTICE:

Materials Management Division under Mechanical & Electrical Engineering Department of Kolkata Port Trust invites E-Tender for the supply of **MEDICAL HISTORY BOOK** for Centenary Hospital of Kolkata Dock System as per the technical specifications contained herein the tender documents from **GENERAL ORDER SUPPLIERS / PRINTERS** .

This is a **TWO PART TENDER**. For this the offer shall have to be submitted in **two separate parts namely "Techno-commercial Bid" and "Price Bid."** The "price bid" of only the bidders who's "Techno-commercial Bid" are found satisfactory, will be opened.

Bid Document may be available from MSTC website www.mstcecommerce.com/eprochome/kopt and KOPT website www.kolkataporttrust.gov.in Corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only.

SCHEDULE OF TENDER (SOT)

a TENDER NO.	<u>Advt/46/16-17/24/III Dated: 16.11.2016</u>
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System
c. E-Tender No.	KoPT/Kolkata Dock System/MM/27/16-17/ET/482
d. Date of NIT available to parties to download	27.01. 2017 at 12 hrs.
e. Pre-Bid Meeting starting date & Time	N.A
f. Pre –Bid Meeting closing date & Time	N.A

Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	
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List of Annexure

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Annexure-A

Important instructions for E-procurement

This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions (Annexure- II) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of E-tender :
A) 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 over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).
SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt
1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → Psu/Govt depts → Register as Vendor under KOPT-- Filling up details and creating own user id and password → Submit.
2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.
In case of any clarification, please contact KOPT/MSTC, (before the scheduled time of the e- tender).
Contact person (KOPT):

1. Indrajit Ghosh Materials Manager Mobile No. 09674720053 ighosh@kopt.in	2. Gautam Chowdhury Senior Deputy Materials Manager Mobile No. 09051811004 gchowdhury@kopt.in	3. Mamata Roy Deputy Materials Manager Mobile No. 9051888640 tripti.s@kopt.in
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Contact person (MSTC Ltd):

1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in
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Landline:03322901004

3. Ms Sumona Maity
Management Trainee(E-Commerce)
Mobile-09831155225
Contact person (KOPT):
B) System Requirement:

	<p>i) Windows 98 /XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by KOPT. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.If the situation so warrants the price bid will however be submitted online without any deviation.</p>
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY NEFT in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by NEFT to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch</p> <p>AC Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in,</p>

	<p>smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the A/C of the bidder only; transaction fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to submit the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to submit the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and KOPT will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through separate DD well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once documents are uploaded in the library, vendors are required to attach documents through <i>Attach Document</i> link against the particular tender within the validity period of tender. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices. /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KOPT. Hence the bidders are required to ensure that their official email I.D. provided is valid is checked regularly and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
8.	<p>Bidding in e-tender & Reverse auction:</p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender . Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KOPT. The EMD and cost of tender may also be physically submitted to MM Division in an envelope marked 'EMD & Cost of tender and stating the tender no. and date. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login under KOPT→My menu→ Auction Floor Manager→ live event →Selection of the live event The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same .After that clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his

	<p>Techno-commercial bid.</p> <p>e. After filling the Techno-Commercial Bid, bidder should click '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 bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder is required to click on the "Submit" button to register their bid.</p> <p>f. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p> <p>j. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k. Buyer 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.</p> <p>l. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
9.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation to the technical and commercial terms & conditions are allowed.
11.	KOPT has the right to cancel this e-tender.
12.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd.
13.	The bidders must upload and attach all the documents required as per terms of NIT within the validity of the tender. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
14.	The bid will be evaluated based on the filled-in technical & commercial formats uploaded.
15.	Withdrawal of tender/offer in the interval between the closing date for submission of tender and the expiry of the period of its validity specified in the tender will result in forfeiture of Earnest Money.
16.	Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

Annexure-B

Commercial Terms & Condition

Work Title:

Sealed Tenders are invited from **GENERAL ORDER SUPPLIERS / PRINTERS** for **SUPPLY and DELIVERY of MEDICAL HISTORY BOOKS (AS PER TENDER BOQ)** to Kolkata Port Trust, Centenary Hospital.

Scope of Work:

Supply and delivery of Medical History Books (as per tender BOQ) to Kolkata Port Trust, Centenary Hospital, 1, Diamound Harbour Road, Port Hospital park, Kol-700053.

PRE-QUALIFICATION CRITERIA OF TENDERERS:

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

1.	Tenderer having valid credentials for supplies of similar items during last 2 years ending 30th November 2016 for which documentary evidence must be submitted for supply and delivery of printed books & forms/Stationeries /Lamination Job/ similar type of Items in various supply to the Govt. Organization / PSU / Private Organization which should be substantiated by producing Purchase Order copies along with any one of the following documents :- i) Receipted Challan, ii) Certificate of Execution, iii) GRN, iv) Excise Invoice, v) Tax Invoice, vi) Consignment Note. Etc. as a proof of supply as required by the tender issuing authority.
2.	Copy of VAT Registration Certificate / CST Registration Certificate (TIN)
3.	Copy of valid Professional Tax Payment Challan (PTPC).
4.	Photo copy of the Registration Certificate with Central Excise Authority (if applicable)
5.	Copy of last three years Balance Sheet and Profit & Loss A/c. (audited where applicable) ending March, 2016.
6.	Copy of valid Trade License, Certificate of Pan.
7.	Contract form , duly filled in.

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

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

Tender Authority:

Materials Manager (Materials Management) Kolkata Port Trust, MM Division, 6, Garden Reach Road Kolkata - 700023 Ph: 03324093001 Extn.: DK 309; Telefax No.: 03324594126 E-mail id: ighosh@kopt.in							
Due Date of submission of Tender:	17.02-.2017	Time:	Up to 15:00 P.M.	Opening Date (Techno-Commercial Bid)	17.02.2017	Time:	At 15:30 P.M.
COST OF TENDER DOCUMENT				Rs. 50.00			
EARNEST MONEY				i. <u>Rs. 8,978.00</u>			

OTHER INSTRUCTIONS:

1. Mere issue of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2. In case there is an unscheduled HOLIDAY / BANDH / STRIKE on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same.
3. Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.
4. The trustees reserve the right to reject or to accept the tender in whole or in part without assigning any reason whatsoever thereof.
5. For Micro & Small Enterprises(MSEs) registered with NSIC: -
 - 5.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
 - 5.2 Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
 - 5.3 If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
6. Copy of valid NSIC Certificate for MSEs along with DIC's certificate has to be uploaded along with bid.

7. THE TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION AFTER DUE DATE IS OVER.
For any and all amendments, if any, of the instant tender , such amendments will
8. be hoisted in KoPT's website /CPP Portal only and no further notification will be made in the newspaper.
Accordingly interested bidders are advised to keep close watch on KoPT website, www.kolkataporttrust.gov.in/ CPP Portal i.e. eprocure.gov.in in their own interest. It is also to be noted that any such amendment will be a part of the instant tender document and will be binding on the bidder and it will be presumed that the bidder has satisfied himself about such amendments hoisted in koPT. Website / CPP Portal.
9. Other details are in the Tender Document.
10. EXEMPTION: a.THE FIRMS REGISTERED WITH NSIC LTD. OR MM DIVISION FOR THE ITEMS TENDERED FOR ARE EXEMPTED FROM SUBMISSION OF TENDER COST.b. (B)THE FIRMS REGISTERED WITH DGS&D, NSIC LTD. OR MM DIVISION FOR THE ITEMS TENDERED FOR ARE EXEMPTED FROM SUBMISSION OF BID SECURITY (EARNEST MONEY).
11. Special Condition
a).IN A TENDER, EITHER THE INDIAN AGENT ON BEHALF OF THE PRINCIPAL/ O.E.M OR PRINCIPAL/ O.E.M ITSELF CAN BID BUT BOTH CAN'T BID SIMULTANEOUSLY FOR THE SAME ITEM / PRODUCT IN THE SAME TENDER.
b). IF ANY AGENT SUBMITS BID ON BEHALF OF THE PRINCIPAL/O.E.M THE SAME AGENT SHALL NOT SUBMIT A BID ON BEHALF OF ANOTHER PRINCIPAL/ O.E.M IN THE SAME TENDER FOR THE SAME ITEM /PRODUCT.
12. Bidders may be allowed to submit shortfall/documents in the form of hard copy within a time frame of 15 days.

TENDER PAPER DOWNLOAD FOLLOWS FROM NEXT PAGE >>

Date: _____ Signature of the Tenderer with Office Seal_____

FORM – A

TENDER PAPER FOR DOWNLOAD
DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT
TO BE Uploaded ALONGWITH THE TEHNO-COMMERCIAL BID – PART-I

Manager (MM),
Kolkata Port Trust, MM Division

E-Tender No.

KoPT/Kolkata Dock
System/MM/27/16-
17/ET/482

Name of work/Item Description:

Tender for supply and
delivery of Medical History
Books to Centenary
Hospital, KOPT.

Name of the Company:

Address:

Contact Person Name:

Phone:

Fax:

E-Mail id:

Valid Trade License(Please attach photocopy)

PAN (Attach photocopy)

Particulars of EMD deposited (Attach Photocopy of TR/ Certificate of
Registration if any for tendered item/s with DGS &D / NSIC Ltd / Micro &
Small Enterprises (MSEs)/MM Dept, KoPT)

Particulars of cost of tender deposited (Attach Photocopy of TR

Have you studied the Pre-Qualification requirement of the selected tender? Yes / No

Is the company having valid VAT Registration Certificates / CST Registration certificate
(TIN) Yes / No

Is the company having valid PTPC (Professional Tax Payment Challan)? Yes / No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT? Yes / No

Confirm that you will furnish the documentary evidence against pre-
qualification criteria along with your offer. Yes / No

Are you Printers/General order suppliers for the tendered materials?
Please indicate your status.

Do you confirm that the hard copy of tender being submitted is Identical
to the one downloaded from our web site? In case the same is found
altered / modified in any way, your offer shall be rejected forthwith and
you may be barred from participating in future tender. Yes / No

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

Date: _____

NOTE: Strike out the portion whichever is not applicable

Signature of the Bidder with Office Seal

1.0 **SCOPE OF WORK :**

1.1 The work comprises of supply and delivery of materials (all as stated in the specifications and Bill of quantities) to places of delivery in KDS,

2.0 **GENERAL :**

2.1 The Terms and Conditions of the tender shall be read in conjunction with the Specifications, Bill of Quantities and other documents forming part of this tender so requires.

2.2 The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (MM), Kolkata Port Trust, MM Division, thereon shall be final and binding upon all parties.

2.3 If the bidders find discrepancies or omission or have any doubt as to the meaning or intent of any part thereof, they shall write to Manager (MM) who will send a written explanation to all bidders.

2.4 The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.

2.5 The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.

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

3.0 **INSTRUCTIONS FOR FILLING UP OF BIDS :**

3.1 **Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.**

3.2 The Bid Document shall be completed in all respects, free from ambiguity and shall be uploaded together with requisite information and appendices. They shall be signed and sealed by the bidder on each page as a token of acceptance of terms & conditions of tender.

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

4.0 **VALIDITY OF TENDER :**

4.1 The tender shall remain open for acceptance for a period of **4 (four) months** from the date of opening of the same.

If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

NON-RESPONSIVE BIDDER : An offer shall be considered non-responsive for the following reasons:

5.1 Validity of four (4) months from the date of opening of Bid not agreed.

5.2 Bid documents not signed, sealed and submitted in the manner indicated in the bid documents.

5.3 Not in accordance with / deviation from the tender documents.

- 5.4 In addition to above, a bidder may be disqualified if :-
The bidder provides misleading or false information in the statements and documents uploaded
- 5.5 Not accompanied with E.M. Deposit & cost of tender in case of down loading of tender from website.
- 5.6 **Bidder shall not use white ink for correction at any place of the tender paper.**
- 5.7 **Offers non-conforming to the instructions as stated above shall be treated as non responsive and hence such offer/offers may be liable for disqualification.**
6. **BID SECURITY:**
- 6.1 The tender is subject to Bid Security (i.e. Earnest Money) of **Rs.8,978/- (Rupees Eight Thousand, Nine Hundred and Seventy Eight only.)** to be submitted in the form of Banker's Cheque or Pay Order or Demand Draft drawn on Nationalised /Schedule Banks having branch at Kolkata in favour of " **Kolkata Port Trust**" and the same is to be submitted along with the offer
- 6.2 Bid securities of the unsuccessful bidders will be refunded to them without interest at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 6.3 } Bid security will be refunded to the successful bidder on receipt of Performance Security.
- 6.4 Bid security shall be forfeited if a tenderer withdraws his offer during the period of tender validity specified by the tenderer or if the successful tenderer fails to furnish the performance security deposit on being advised to deposit the same within a specified time frame.
- 6.5 Transfer of Bid Security from any deposits shall not be considered.
- 6.6 The single qualified bidder against the first invitation of tender, if participates in the second or subsequent invitation, will have the option to have the EMD already furnished to count for the second or subsequent invitation, provided the validity of the Banker's Cheque / Demand Draft / Pay Order is suitably extended by the party, where applicable. However, in case of upward revision of the estimated cost in the second or subsequent invitations of bids, the party will be required to submit the difference of EMD.
- 6.7 **Tender without Bid security from firms other than those registered with DGS & D, NSIC Ltd , Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MM Division for the items tendered for would be treated as unresponsive and rejected by Ko.P.T.**
- 7.0 **SECURITY DEPOSIT: .**
1. The tender is subject to Performance Security for an amount of five per cent (5%) of the value of the contract - which is to be submitted by the successful bidder/s in the form of Bank Draft/Pay Order drawn on Nationalised/Schedule Banks having branch at Kolkata in favour of "Kolkata Port Trust" to the Treasurer, Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 and the copy of Treasury receipt is to be submitted to MM Division within the time limit as might be intimated to ensure due performance of the contract.
2. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
3. The proceeds of the security deposit shall be payable to the Kolkata Port Trust as compensation for any loss resulting out of the tenderer's failure to execute the contract within the stipulated period.
4. Kolkata Port Trust will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).
5. 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 may be cancelled.
6. **Exemption: No Exemption from submission of Performance Security.**
- 8.0 **PRICES :**
- 8.1 Price should be quoted F.O.R. Kolkata Port Trust, Medical Division.

- 8.2 Price quoted by the tenderer shall remain fixed and valid until completion of the contract and will not be subject to variation on any account, except statutory levies for which documentary evidence is to be submitted.
- 8.3 The bidder should note that Kolkata Port Trust does not furnish **C or D Form** and that the full rates of S.T. /VAT are to be stated.
- 8.4 **Price must be quoted only against respective items as shown in PRICE BID in the tender form only.** Tender shall be liable to rejection at the option of Trustees if Tenderer quote prices/rates in Techno- Commercial Part.
Tenderers are to quote their rates and applicable statutory Taxes, clearly and specifically in the price Bid format enclosed in the tender document and not in any document other than enclosed price bid format. In case of any difference between the terms/conditions etc, quoted in the Price Bid (in the given format) and any such quotation made elsewhere in the Tender document submitted or otherwise, those which would be more favourable for KoPT would be accepted.
- 8.5 **Please note that KoPT does not provide any concessional Sales Tax Form. Full rate of Sales Tax/ VAT should be considered while quoting.**
- 8.6 **Price Bid should be FREE FROM ANY EXTRANEIOUS CONDITION.**
- 8.7 **The Price(s) shall be faultless in figures and free from erasing, overwriting correction if any must be initialed by the Bidder.**
- 8.8 **When the price is ruled by weight or measurements that for, net weight and net measurement should be quoted**
- 8.9 Quotations (which must be in ink) as entered in price schedule must include all charges, such as, Excise Duty and Sales Tax. / VAT if applicable, packing, cartage, delivery charges etc and to be drawn separately along with the basic price.
EVALUATION CRITERIA IN CONNECTION WITH CENVAT CREDIT: -
- 9.0
1. In case of supply by manufacturer or 1st Stage and 2nd Stage Dealers having Excise Registration who would be able to give CENVAT CREDIT admissible documents, the evaluation of the offer shall be made on the basis of landed price less Excise Duty (along with applicable Cess).
 2. They have to enclose copy of the Registration certificate with Central Excise Authority along with techno commercial offer.
 3. They have to submit invoice strictly in terms of Rule-11 of the Central Excise Rules.They would undertake to submit documents evidencing payment of duty as may be required by the Engineer of Contract.
 4. They would undertake that in case CENVAT Credit is denied due to defect in the document (invoice) then they would pay the Excise Duty element with interest to KoPT on demand failing which the same may be recovered from any dues balances with KoPT.
 5. They would undertake to submit documents evidencing payment of duty as may be required by the engineer of contract.
 6. On placement of order, if any, they would have to indicate the name and designations of the persons who would be signing the invoices with specimen signature of the concerned officials.
 7. If the bidder fails to submit relevant CENVAT documents as required by KoPT at the time of submission of their bills, payment will be made after deducting ED with appropriate Cess.
 8. For manufacturers or 1st Stage and 2nd Stage Dealers having no Excise Registration, the evaluation shall be made on the total quoted price.
- 10.0 However, the Trustees do not bind themselves to accept the lowest or any tender or assign any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 11.0 Tender terms and conditions shall also remain unaltered, irrespective of whether Order is placed on whole or reduced quantity as mentioned in the BOQ. No plea for subsequent withdrawal or amendment will be entertained.

- 12.0 PAYMENT: Payment will be made within **30 days** of the date of submission of clear bill along with Bank A/C particulars supported with where applicable clear acknowledged receipted copy containing inspection acceptance note of the material by the representative of user department along with other documents as required for processing the bill for payment through ECS.
- 13.0 TIME OF COMPLETION AND DELIVERY:
- 13.1 Supply is to be made within 30 days from the date of placement of order.
- 13.2 Materials are to be delivered at KoPT's Centenary Hospital, KOPT.
- 13.3 Delivery period shall binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier.
- 13.4 In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the Items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.
- 13.5 The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at centenary hospital KoPT.
- 14.0 DESPATCH ARRANGEMENTS:
- 14.2 In case Way Bill is required to deliver the materials a 12 days time should be provided by the successful bidder, for preparation of the way bill by KoPT, The successful bidder should submit request letter along with the Proforma Invoice, for issue of Way Bill by Kolkata Port Trust, MM Division.
- 15.0 INSPECTION & TESTING:
- 15.1 Inspection of materials shall be done by representatives of medical department of KoPT after delivery of materials at the Centenary Hospital Kolkata – 700 053, Kolkata Port Trust.

Signature of the Tenderer with Office Seal_____

14.2 The materials to be supplied by the supplier should strictly conform to the laid down specification of tender / order. If necessary, samples from the supplies may be drawn and the same will be checked by Trustee's authorized person (representative of medical department, KoPT). The materials will be rejected in whole or in part and supplier shall be debited with the cost of checked and rejected materials shall be replaced by the supplier at his own cost and arrangement.

15.0 **TRANSIT RISK :**

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

16.0 **REJECTED MATERIALS :**

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

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

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

17.0 **LIQUIDATED DAMAGES :**

17.1 ½ % per week with effect from stipulated date of delivery subject to maximum 5% of the order value. Service Tax on the amount of L.D. at rate applicable would be payable by the supplier.

17.2 Without prejudice to any other method of recovery of any other legal rights, the Trustees may deduct the amount of such damages from any money which was due or which may become due to the Supplier.

17.3 The payment or deduction of such damages shall not relieve the supplier from his obligations to complete the supply of goods or from any other liabilities and obligations under the Contract.

17.0 **RISK PURCHASE :**

In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated, Trustees are entitled to purchase the Items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved. Extra cost for risk purchase will be borne by the supplier (successful tenderer).

18.0 **Guarantee:** If not otherwise stated elsewhere, supplied store is to be guaranteed against any manufacturing defect for a period of 6 months and is to be replaced free of cost in the event of development of such defect within such period.

Signature of the Tenderer with Office Seal_____

19.0 **BANNED OR DE-LISTED CONTRACTORS :**

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

21.0 **JURISDICTION OF COURT :**

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

22.0 **WORKMEN COMPENSATION :**

The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at KOPT'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.

23.0 **SAMPLES:**

Samples are available at the office of the MM Division. Bidder must inspect the samples before quoting the rates.

Successful tenderer shall collect the samples for printing nomenclature from the office of Manager (MM) immediately after receipt of work order. Printing should be as per KoPT's sample. Paper should be good quality.

24.0 **Conditional discount:** Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.

25.0 **ARBITRATION:** For the instant tender no Arbitration will be permissible. In case of disputes the decision of the Materials Manager will be final and binding.

EXCISE DUTY & STATUTORY LEAVY: [TO BE uploaded]

To indicate the following:

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

Signature of the Tenderer with Office Seal_____

DECLARATION OF THE BIDDER :

Materials Manager
Kolkata Port Trust, MM Division

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

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

OR

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

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

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

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

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

Date: _____

Place: _____

Signature of the Bidder with Office Seal

Full Name: _____

Address: _____

Telephone: _____

Fax: _____

Annexure C**UNPRICED BILL OF QUANTITIES (TO BE uploaded)**E-Tender No. **KoPT/Kolkata Dock System/MM/27/16-17/ET/482**

IMPORTANT: a) This Unpriced Bill of Quantities must be uploaded with the Techno-Commercial Bid. b) Do not mention any rates or amounts in this part.

Sl. No.	Code no.	Unit	Qty.	Description of Item	OFFERED SPECIFICATION(If specification is same please write "Yes" if applicable) (No other specification will be accepted)
1	1242332	14	15,000 Books= (5,000 +10,000) Books.	<p>MEDICAL HISTORY BOOK: - Each Book 30 sets each on 1/8 Demy. Each set = 3 sheets. All sheets to be printed on one side. Matter: Kolkata port Trust: Date: Page no: First and second copies are perforated on the left side, third copy unperforated. Each sheet of a set will contain same page no. 1st copy should be green Coloured 40-45 G.S.M Demy paper. Number of sets should be in ascending order(From 1-30) in all books. 2nd copy should be printed on pink Coloured 40-45 G.S.M Demy paper. 3rd copy should be printed on White 40-45 G.S.M Demy paper. Book to be covered with 14 Kgs White Pal board. (22"x28"-144 sheet/KG) Cover printed bilingually in English & Hindi. For all 4 cover with separate inscriptions. 5000 books to be covered with blue cloth. 10,000 books to be covered with white colour cloth. As per specimen or guide sample to be seen in this office. Papers to be supplied by the printer. Proof to be approved by IO before final printing.</p>	

Date : _____

Signature of the Tenderer with Office Seal

Telephone No(s) : _____

Full Address : _____

Fax No. _____

Mobile No. _____

Annexure D

Contract Form

(Documents to be downloaded ,filled up, signed, scanned and uploaded)
E-Tender no. KoPT/Kolkata Dock System/MM/27/16-17/ET/482

MATERIALS MANAGER
KOLKATA PORT TRUST

Sir,

1. I/We the undersigned hereby tender to supply the Trustees with such of the several articles or items enumerated in the accompanying list as you may select at the price stated therein and on terms as specified in the prescribed agreement.
2. A sum of **Rs.8,978/- (Rupees Eight thous, Nine Hundred and and Seventy Eight only.)** has been deposited as earnest money with the Financial Adviser and Chief Accounts Officer Kolkata Port Trust, vide his receipt No.....Of2017 .
3. If my / our tender or any portion of it is accepted I / We agree within 10 days of receiving notice of acceptance to execute an agreement, in the prescribed form, and to deposit with the Trustees' Financial Adviser and Chief Accounts Officer, 5% of the value of the accepted Tender, this deposit to be at my/our option either in Demand Draft. I/We understand that no interest will be payable on such deposit.
4. I/We agree that if I/We withdraw my/our tender before the receipt of advice of the Trustees decision or if after my / our tender has been accepted in Whole or in part, I/We fail to execute the Prescribed Agreement within ten days after such acceptance the earnest money deposited by me/us may be forfeited, and in the latter case, the Tender may be cancelled.
5. Notwithstanding anything hereinbefore contained and without prejudice any of the rights of the Trustees' and without in any way effecting any of my/our liabilities, I/We hereby agree and confirm that I/We have perused and understood the terms and conditions and import of all the causes in the prescribed agreement, a copy whereof has been duly initialed by me / us for identification and submitted with the tender and I/We agree that the terms and conditions contained in the said prescribed agreement shall be deemed to form part of the terms and conditions of the tenders and I/We shall be bound by same.
6. I / We agree not to sub let or assign the Contract for supplies or any part thereof at any benefit there under.
7. I / We bind myself / ourselves to supply, if required to do so up to 110% of the quantities accepted by the Trustees.
8. I / We agree to bear the cost of stamping the agreement.
9. I / We agree that delivery of articles will not be completed until such articles are inspected and passed at destination by an officer of the Trustees whose decision shall be final until such inspection and passing the articles shall remain and or will continue to remain at my / our sole risk. The rates quoted include delivery at Centenary Hospital (KOPT).
10. Unless otherwise specified in the order I / We undertake to deliver supplies not later than 24 hours from the receipt of the order if received by noon on a week day or the case of an order received later than noon, 48 hours after such receipt failing which a purchase may be made against me / us in the open market on my / our account and risk and additional cost incurred thereby may be received from
11. the 5 per cent deposit made by me / us in terms of clause 3 or any other way that the Trustees may think fit and proper
12. I / We agree to all bills for articles supplied being prepared in and paid at the Trustees' Head Office by the existing mode which will absolve the Trustees from all liabilities whatsoever
13. Samples, where called for, have been marked and labeled so as to correspond with items in the tender.

14. The articles supplied will be in strict accordance with the specification and or description in the Schedule.
15. The price quoted for net weight or net measurement but the prices include cost of containers and delivery to Kolkata Port Trust as stated in Tender document.
16. Rate unit have not been altered in the Tender and quotations have been entered in both figures and words.
17. The total value of each item has been shown in the column provided for that purpose.
18. Country of manufacturer has been stated.
19. **Charge for work necessary for completion of Contract:** - I / We agree to pay all charges for handling, stamping, painting, marking, protecting and preserving patent rights drawings, templates, models and gauges and for all such measures as may be deemed necessary for the proper completion of the Contract even although special provision thereof has not been made in the specification or drawings.
20. **Indemnity Clause:** - I / We agree to all times to indemnify the Trustees against all claims which may be made in respect of the several articles or items enumerated in the list attached hereto under any patent or other rights and accept responsibilities for all risk or accidents or damage from whatever cause arising; PROVIDED Always that in the Trustees shall notify me /us of same and I / We shall be at liberty at my/our own expense to take steps in the matter that I/We may think fit.
21. **REMOVAL OF REJECTED STORES:** - I/We agree to remove within a fortnight from the date of rejection of any stores delivered by me / us and such rejected stores shall lie at my / our risk and rent may be charged at the Trustees' option. If I /We fail to remove such stores within a fortnight of rejection the Trustees shall have the right to dispose of the same and I/We shall have no claim against the Trustees in respect of the said (rejected) stores.
22. For non-observance of any of the terms of the tender and/or Agreement or otherwise the Trustees have absolute right without assigning any reasons to cancel the tender and /or the agreement and I/We shall be liable for all losses and damages arising there under and this is without prejudice to all other rights and remedies of the Trustees.
23. It is distinctly understood by and between the parties that notwithstanding anything hereinbefore contained the Trustees without prejudice to any of their rights shall be at liberty to deduct set off or adjust out of any money that may become refundable or payable by the Trustees to the tenderer in respect of the present tender or out of the security deposit in respect of the present tender any sum of sums that may be payable or has become payable by the tenderer to the Trustees or recoverable from the tenderer in respect of any other tender or contract between the tenderer and Trustees in these respect, the decision of the Trustees' Materials Manager shall be final and binding on both the parties.
23. I/we further confirm that I/we have carefully gone through the whole of the tender documents and understood the same.
24. It is also confirmed that no part of the tender document has been changed/modified by me/us.
25. Further, I/we confirm that statement of facts/figures information incorporated in my/our Offer is correct.

Yours faithfully,

Signature

Dated

Address.....

* Signature and Address of the Tenderer to be given here in full

FORM – 1

**E Tender no.- KoPT/Kolkata Dock System/MM/27/16-17/ET/482
(Documents to be downloaded ,filled up, signed, scanned and uploaded)
FORMAT FOR PAYMENT THROUGH ECS OR RTGS**

Party Name :

Bank Name :

Branch Name :

Type of Account :

Account No. :

MICR CODE OF KOLKATA RBI :

IFS CODE No. :

PAN No :

Vat . No. :

Signature With Official Seal

NB: A Xerox copy of an unissued cheque is to be enclosed

APPLICATION FOR DEPOSIT OF EARNEST MONEY

Form 2

E-Tender No. KoPT/Kolkata Dock System/MM/27/16-17/ET/482

(Documents to be downloaded ,filled up, signed, scanned and uploaded)

To,
The Treasurer,
Kolkata Port Trust
15, Strand Road
Kolkata – 700001

Dear Sir,

Sub: Deposit of Earnest Money

Kindly accept a sum of **Rs.8,978/- (Rupees Six Thousand Seventy only)**, by Banker's cheque/Demand Draft drawn on _____(Bank) dated _____, in favour of "Kolkata Port Trust" payable at Kolkata , as Earnest Money Deposit in respect of **E-Tender No. KoPT/Kolkata Dock System/MM/27/16-17/ET/482** of Materials Management Division.

Date:

Yours faithfully

Signature

Seal

Annexure – E**PRICED BILL OF QUANTITIES****(E-Tender No. KoPT/Kolkata Dock System/MM/27/16-17/ET/482)**

IMPORTANT: a) Price not to be quoted here. b) Do not mention terms & condition in this part.

SI No	Code no.	Unit	Quantity	Description of Item	Unit rate (In Rs.)(In Figure)	Unit rate (In Rs.)(In Words)
1.	1242332	14	15,000 Books= (5,000+10,000) Books.	<u>MEDICAL HISTORY BOOK:-</u> Each Book 30 sets each on 1/8 Demy. Each set = 3 sheets. All sheets to be printed on one side. Matter: Kolkata port Trust: Date: Page no: First and second copies are perforated on the left side, third copy unperforated. Each sheet of a set will contain same page no. 1st copy should be green Coloured 40-45 G.S.M Demy paper. Number of sets should be in ascending order(From 1-30) in all books. 2nd copy should be printed on pink Coloured 40-45 G.S.M Demy paper. 3rd copy should be printed on White 40-45 G.S.M Demy paper. Book to be covered with 14 Kgs White Pal board. (22"x28"-144 sheet/KG) Cover printed bilingually in English & Hindi. For all 4 cover with separate inscriptions. 5,000 books to be covered with blue cloth. 10,000 books to be covered with white colour cloth. As per specimen or guide sample to be seen in this office. Papers to be supplied by the printer. Proof to be approved by IO before final printing.		

Vat:-**Any other charges:-**

Date : _____

Signature of the Tenderer with Office Seal

Telephone No(s) : _____

Full Address : _____

Fax No. _____

Mobile No. _____