



TENDER DOCUMENT

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM

E- Tender for procurement of Different Paints for kolkata dock system.

NOTICE INVITING TENDER No. ADVT/56/16-17/51/II/R, Dated: 10.02.2017

:TENDER NOTICE:

Materials Management Division under Mechanical & Electrical Engineering Department of Kolkata Port Trust invites on line offer through E-Tender of Different Paints for Kolkata Dock System as per the technical specifications contained herein the tender documents from Manufacturers or their authorized Agents/dealers/Distributors/Stockiest.

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 hosted on the above mentioned websites only.

SCHEDULE OF TENDER (SOT)

a TENDER NO.	ADVT/56/16-17/51/II /R, Dated: 10.02.2017
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/28/16-17/ET/546
d. Date of NIT available to parties to download	16.02.2017 at 12hrs.
e. Pre-Bid Meeting starting date & Time	N.A
f. Pre –Bid Meeting closing date & Time	N.A

List of Annexure

Important Instructions to Bidders : - Annexure - A
Commercial Terms & Condition :- Annexure - B
Schedule of Requirement :- Annexure - C
Contract forms : - Annexure - D

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.

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|---|--|--|---|--|--|---|
| 1. | <p>Process of E-tender :</p> <p>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).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt</p> <p>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.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact KOPT/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact person (KOPT):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> 1. Indrajit Ghosh
 Materials Manager
 Mobile No. 09674720053
 ighosh@kopt.in </td> <td style="width: 33%; vertical-align: top;"> 2. Gautam Chowdhury
 Senior Deputy Materials Manager
 Mobile No. 09051811004
 gchowdhury@kopt.in </td> <td style="width: 33%; vertical-align: top;"> 3. . Tripti Saha
 Deputy Materials Manager
 Mobile No. 9051811009
 tripti.s@kopt.in </td> </tr> </table> <p>Contact person (MSTC Ltd):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> 1. Mr. Arindam Bhattacharjee
 Deputy. Manager (E-commerce)
 MobileNo:09330102643
 Email-arindam@mstcindia.co.in </td> <td style="width: 50%; vertical-align: top;"> 2) Mr. Sabyasachi Mukherjee
 Junior Manager (E-commerce)
 Mobile- 07278030407
 Email: smukherjee@mstcindia.co.in </td> </tr> </table> <p style="text-align: center;">Landline:03322901004</p> <p>3.Mrs. Sumona Maity
 Management Trainee(E-Commerce)
 Mobile-09831155225
 Email-smaity@mstcindia.co.in</p> <p>B) System Requirement:</p> | 1. Indrajit Ghosh
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	<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 up date 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. However, Kopt reserves the rights to obtain any documents through e-mail or by post in the event of non appearance of such documents in the electronic bid, if the situation so warrants. The price bid will however be submitted on line without any deviation.</p>
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY NEFT in favour of MSTC Limited</p> <p>.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>1. 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, 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.</p>

	<p>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 requested 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> <p>.</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 and 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 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 Techno-commercial bid. 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 In all cases, bidder should use their own ID and Password along with Digital Signature at the time

	<p>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 or extend the due date of receipt of bid(s) without assigning any reason thereof.
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 period 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.
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.

COMMERCIAL TERMS & CONDITIONS

(Concurrence and remarks for all commercial terms & conditions will be taken on-line. No hardcopy for the same needs to be submitted)

1. Scope of Work: Supply of Different Paints for Kolkata Dock System(Quantity and Specifications) as per the technical specifications contained herein the tender documents.

2. Eligibility Criteria of the Bidders.

- (i)Manufacturers or their authorized agents/dealers/Distributors/Stockiest.
- (ii)Having experience in successfully executing supply of similar items during last 2 years ending 30 Nov' 2016 for which documentary evidence must be submitted-certificates(i.e. Order copy &G.R.N., receipt of payment , Supply Challan and acceptance of materials in good condition) to be uploaded.
- (iii)For authorised dealers/ Agents/Distributors/Stockiest intending to quote, they must submit Current Valid Authorisation Certificate issued by the Principal. (Certificate to be uploaded).
- (vi) Must have Permanent I.T. A/ C .No, Valid Sales Tax Clearance Certificate/ VAT Registration Certificate & Trade Licence or Factory registration Certificate (as may be applicable) issued by a competent authority.(Certificate to be uploaded).
- (v)Must have last three years Balance sheet and Profit & Loss A/c. (audited where applicable) ending March, 2016.(Certificate to be uploaded). In case the bidder is unable to submit audited accounts of last financial Year, a certificate of turn over issued by the statutory auditor of the company/Firm for the previous year is to be submitted.

3. PRICE BID

- 3.1. 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.
- 3.2 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.

4. EVALUATION CRITERIA IN CONNECTION WITH CENVAT CREDIT:-

- 4.1 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).
- 4.2 They have to enclose copy of the Registration certificate with Central Excise Authority along with techno commercial offer.
- 4.3 They have to submit invoice strictly in terms of Rule-11 of the Central Excise Rules.
- 4.4 They would undertake to submit documents evidencing payment of duty as may be required by the Engineer of Contract.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 For manufacturers or 1st Stage and 2nd Stage Dealers having no Excise Registration, the evaluation shall be made on the total quoted price.

5. PERIOD OF VALIDITY OF OFFERS

Prices offered in BOQ shall remain valid for evaluation for 120 days from the date of opening of the Tender.

6.Full particulars as to specification, brand and makers name as must be applicable and delivery schedule, etc. should be stated, failing which the tender may not be considered.

7.REJECTION OF TENDER DOCUMENTS

a)Tenderer is expected to examine the Tender documents including all instruction forms, terms, and specifications in Tender documents. Failure to furnish the information required as per the Tender Documents or submission of e-tender not substantially responsive to the tender Documents in every respect may result in the rejection of the tender.

b) **NON-RESPONSIVE BIDDER**: An offer shall be considered non-responsive if the offer is: -

1. Received after the date and time specified in the tender.
2. Not accompanied with E. M. Deposit & cost of tender in case of down loading of tender from website.
3. Not valid for 120 (One hundred and Twenty) days from the opening date of Techno Commercial Bid.
4. Not accompanied with bid documents not signed, sealed and submitted in the manner indicated in the bid document.
5. Not in accordance with / deviation from the tender documents.
6. In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.
7. Bidder shall not use white ink for correction at any place of the tender paper.
8. 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.

8. BIDDERS RESPONSIBILITY TO SATISFY HIS QUERIES

The tenderer may visit and inspect the site on his own responsibility and obtain all information that may be necessary for the purpose of his tender offer. No excuse of ignorance as to site conditions and local information will be accepted in the event of his not visiting the site/other equipments. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Trustees accept no liability whatsoever in this regard.

9.CLARIFICATION OF TENDER DOCUMENTS

Prospective tenderers requiring further information or clarification of the Tender Documents may notify the Materials Manager in writing by Fax at the Materials Manager's mailing address indicated in the invitation for tenders within a reasonable time prior to the time of submission of tender.

10. AMENDMENT OF TENDER DOCUMENTS

- a). At any time prior to the deadline for submission of tenders, the Materials Manager for any reason whether at his own initiative or in response to a clarification required by a prospective tenderer may modify the Tender Documents.
- b). The amendment, if any shall be part of the Tender Documents and will be notified by publication in the KoPT website and CPP Portal and MSTC website as corrigendum and will be binding on the prospective Tenderers.
- c). In order to allow prospective tenderers reasonable time for taking the amendment, if any into account & preparing the tenders, the Materials Manager may at his discretion, extend the deadline for the submission as well as opening of the tenders.

11. SPECIAL INSTRUCTION:

- 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.OPENING OF TENDERS

- i. The tender will be opened online. Tenderers can see the Technical and price in their login once it is opened
- ii. To assist in the examination, evaluation and comparison of tenders, Materials Manager may, at his discretion, ask the tenderer for a clarification of their offer. All responses to requests for clarification shall be in writing and no change in the price or substance of the tender shall be permitted.
- iii. The Tenders will be evaluated by Kolkata Port Trust and only those offers which are substantially responsive to the specifications and terms and conditions will be short listed. Further processing, discussion, etc. will be held only with the short listed tenderers.

13.The Earnest Money Deposits of all tenders will be retained by Kolkata Port Trust and will be returned after finalization of the tender.

14.The Earnest Money Deposit of only the successful bidder will be refunded only on receipt of requisite security money by Kolkata Port Trust.

15.A bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.

16.WITHDRAWAL OF TENDERS

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.

17.RIGHT TO ACCEPT ANY TENDER OR REJECT ANY OR ALL OFFERS:

KoPT reserves the right to accept or reject any tender and/or part thereof, without assigning any reason. KoPT reserves the right to annul the tendering process and reject all the tenders at any time prior to award of contract, without thereby incurring any liability to the affected tenderers or any obligations to inform the affected tenderers the reason for such actions.

18.NOTIFICATION OF AWARD:

The Materials Manager shall notify the successful tenderer in writing or by fax or by email to be confirmed in writing that their offer has been accepted.

19.**INDEMNITY:** The contractor shall indemnify the KoPT during the various stages of execution of the contract, regarding damages, losses of or injury to, death of-

- i. Third parties
- ii. Contractor's facilities and equipment
- iii. Contractor's personnel
- iv. KoPT's facilities and equipment, including the goods supplied under the contract
- v. KoPT's personnel

KoPT shall not be liable for any claims for damage to property, injury or death of personnel of the contractor including his casual workmen etc.

20. BID SECURITY (EARNEST MONEY):

- a) The tender is subject to Bid Security (i.e. Earnest Money) Rs. 7971/- (Rupees Seven Thousand Nine Hundred and Seventy One Only) to be submitted in the form of Banker's cheque or Pay Order or Demand Draft drawn on any Nationalized/Scheduled Bank having branch in Kolkata payable at Kolkata in favour of "**Kolkata Port Trust**" and the same is to be uploaded.
- b) 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 without any interest.
- c) Bid security will be refunded to the successful bidder on receipt of Performance Security.

- d) 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.
- e) Transfer of Bid Security from any deposits shall not be considered.
- f) 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. As Earnest Money in the form of Bank Guarantee is accepted only in case EMD exceeds Rs. 10 Lakh, the same should be kept in view while considering EMD furnished by the bidder in his original bid.
- g) **Tender without Bid security from other than those registered with DGS & D, NSIC Ltd or MM Department for the items tendered for would be treated as unresponsive and rejected by Ko.P.T.**

21.PERFORMANCE SECURITY:

- a. **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 cash or in the form of Bank Draft/Pay Order drawn on any Nationalized/Scheduled Bank payable 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.**
 - b. **The proceeds of the security deposit shall be payable to Kolkata Port Trust as compensation for any loss resulting out of the tenderers failure to execute the contract.**
 - c. **Kolkata Port Trust will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).**
 - d. **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 will be cancelled.**
 - e. **Exemption: No Exemption from submission of Performance Security is allowed.**
- 22. Notwithstanding anything herein contained the price/prices quoted in this tender should be based on the tariff value / values and the rate / rates of Customs / Excise Duty ruling, on the opening date of tender and that if any increase in either tariff value or rates of Customs/Excise Duty shall be in force on the due date for delivery and shall effect any increase or decrease in the total amount of Customs/Excise Duty payable on any goods to be supplied hereunder on the said date for delivery, then the price of the said goods shall be increased or decreased by the increased or decreased amount of Duty so payable.**
- 23. The Materials Manager does not bind himself to accept lowest of any tender or assign any reason for non-acceptance. He also reserves to himself the right to accept any tender in part or in whole. The Materials Manager also reserves the right to take up to 110% of the quantities accepted by the Trustees.**
- 24. The Trustees will not recognize any assignment or endorsement in favour of third parties of any order arising out of this tender other than the authorized dealer/distributor /accredited agents in respect of any payment due by the Trustees against any such order .**
- 25. If delivery of material is not made within the time undertaken, the order may be cancelled without notice.**
- 26. When tenders are invited to a specification (as per IS. no.) samples from supplies made may be drawn and tested at the Government Test House /National Test House and if found to be inferior to the specification laid down, the suppliers will be debited with the cost of test and materials will be rejected in**

whole or in part in the event, any quantity is consumed from such supply due to urgency and fails subsequently in NTH/other test, the pricing will be fixed by the Price Reduction Committee and the decision of the committee will be binding on the suppliers.

27. Any default in the supply or failure to deliver an approved quality within the time stipulated shall involve purchase of the whole or any portion of the supply remaining undelivered or unapproved from another source at the risk and expenses of the supplier.

28. All parties quoting should state clearly in bold letters the % of taxes and duties S.T., VAT, E.D. etc. that will be charged against any item as guidance at the time of placing order.

29. L. D. Clause – 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.

30. Rate of S.T. / VAT in full may be stated as KoPT does not furnish 'C' or 'D' form.

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

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

33. **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.

34. **PAYMENTS TERMS:** PAYMENT WITHIN 30 DAYS FROM THE DATE OF SUBMISSION OF CLEAR BILL SUPPORTED BY GRN OR RECEIPT CHALLAN AND OR OTHER DOCUMENTS REQUIRED FOR PROCESSING THE BILL FOR PAYMENT THROUGH ECS.

35. In the event of any unforeseen closure of work/holiday on any of the above days the same will be opened/held on the next working day without any further notice.

36. THE TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION, AFTER DUE DATE IS OVER.

37. **BID CURRENCY:** Price shall be quoted in I.N.R. only.

38. **Guarantee/Warranty** (a) If not otherwise stated elsewhere, supplied store is to be guaranteed against any manufacturing defect for a period of 12 months for items and is to be replaced free of cost in the event of development of such defect within such period.

(b) **Supplied materials should not have older than 3 months from the manufacturing date .**

39. **Delivery Time:** To be completed within 45 days from the date of placement of order.

40. **Delivery Place:** Materials are to be delivered directly to 6. Garden reach Road Kolkata- 700023.

41. **LICENCES AND PERMITS:** The contractor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him. The contractor shall indemnify the KoPT against all claims arising out of the use of the software supplied by the Contractor.

42. **MANUFACTURER TEST CERTIFICATE OF THE MATERIALS IS TO BE SUBMITTED ALONG WITH THE SUPPLY.**

43. If conditions above are not strictly complied with, the tender may not be considered.

Sd/-

(S. Mukherjee)

Chief Mechanical Engineer(I/C)

Chapter-3
Technical Specification

Price not to be quoted here

TENDER No. ADVT/56/16-17/51/II/R Dated: 10.02.2017

e- tender No. KoPT/Kolkata Dock System/MM/28/16-17/ET/546

SL.No.	Item Code.	DESCRIPTION OF ITEM	QTY.IN Ltrs.	Make/ Brand
1.	1510070	Paint Black Enamel (20 Ltr. Drum)Conforming toI.S.No.2932/74	100	
2.	1510080	Paint Black Enamel(4 Ltr.Drum) Conforming to I.S.No.2932/74	76	
3.	1510200	Paint White Enamel (20Ltr.Drum) Conforming to I.S.No.2932/74	540	
4.	1510220	Paint White Enamel (4Ltr. Drum) Conforming to I.S.No.2932/74	36	
5.	1510240	Paint Grey Enamel (4Ltr.Drum)	12	
6.	1510330	Paint Green Enamel 4Ltr.Drum) Conforming to I.S.No.2932/74	68	
7.	1510260	Paint Red Oxide(4Ltr. Drum) Conforming to I.S.No.2932/74	288	
8.	1510020	Paint Aluminium (4ltr.Drum)	48	

9.	1510060	Paint Black Bitumastic (20ltr.Drum) Conforming to I.S.No.158/68	400	
10.	1510270	Paint Red Signal (4ltr.Drum) Conforming to I.S.No.2932/74	132	
11.	1510470	Paint Boottopping Red (20ltr.Drum)	180	
12.	1510480	Paint Boottopping Green (20ltr.Drum)	240	
13.	1510120	Paints Eau De Nil(20Ltr.Drum) Conforming to I.S.No.2932/74	80	
14.	1520303	Paint Blue Azure(20Ltr.Drum)	140	
15.	1510910	Paint Read Lead Primer(20Ltr.Drum) Conforming to I.S.No.102	20	
16.	1510140	Paint L.B.Grey(20Ltr,Drum) Conforming to I.S.No.2932/74	180	
17.	1510350	Paint Zinc Chromate Primer(20Ltr. Drum) Conforming to I.S.No.104	20	
18.	1510340	Paint Yellow Enamel (4Ltr,Drum) Conforming to I.S.No.2932/74	100	
19.	1510160	Paint H.R.Buff Yellow(20Ltr.Drum)	40	
20.	1520294	Paint Golden Yellow(20Ltr.Drum)	20	
21.	1510170	Paint Synth. Middle Buff(20Ltr.) Conforming to I.S.No.2932/74	40	

- (1) Copy of manufacturer Test Certificate and Guarantee Certificate of the materials is to be submitted along with Supply.
- (2) Brand / Makers name must be mentioned.
- (3) Delivery Point – KOPT. Main Stores. 6, Garden Reach Road, Kolkata - 700023.
- (4) Supplied materials should not have older than 3 months from the manufacturing date.

Rate of VAT: Inclusive / Extra
Rate of Excise Duty: Inclusive / Extra
Delivery charge: Inclusive / Extra
Other Charges (If any)

Signature of the Tenderer With Official Seal

Contract Form

**e- tender No. KoPT/Kolkata Dock System/MM/28/16-17/ET/546
(To be filled up and uploaded online)**

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. 7971/- (Rupees Seven Thousand Nine Hundred and Seventy One Only)** either in the form of Banker's cheque or Pay Order or Demand Draft drawn from a Nationalized/Scheduled Bank in India having branches in Kolkata in favour of "Kolkata Port Trust" is to be furnished with the details viz.
Banker's cheque or Pay Order or Demand Draft no.....dated.....Bank.....Branch.....
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 Cash or in Government of Kolkata Port Trust Securities or in National Savings Certificates to an equivalent market value. 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 later 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 pursued 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 6, Garden Reach Road. Kol-700023. 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 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
10. 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

11. The articles supplied will be in strict accordance with the specification and or description in the Schedule.
12. 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.
13. Rate unit have not been altered in the Tender and quotations have been entered in both figures and words.
14. The total value of each item has been shown in the column provided for that purpose.
15. Country of manufacturer has been stated.
16. **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.
17. **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.
18. **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.
19. 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.
20. 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 contact between the tenderer and Trustees in these respect, the decision of the Trustees' Materials Manager shall be final and binding on both the parties.
21. I/we further confirm that I/we have carefully gone through the whole of the tender documents and understood the same.
22. It is also confirmed that no part of the tender document has been changed/modified by me/us.
23. Further, I/we confirm that statement of facts/figures information incorporated in my/our Offer is correct.
Dated2016

Address.....

yours faithfully

Signature

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

Form-1

Code No: 1223740
S – 10 (a)

TENDER No: ADVT/56/16-17/51/II/R Dated, 10.02.2017_
e- tender No. KoPT/Kolkata Dock System/MM/28/16-17/ET/546
TENDER FOR SUPPLY OF DIFFERENT PAINTS.
FOR KOLKATA DOCK SYSTEM
To be uploaded on line

To,
The Materials Manager
KOLKATA PORT TRUST
6, Garden Reach Road, Kolkata – 700023

I / We hereby tender to supply and deliver the articles noted below to your General Stores at Kidderpore .
(unless otherwise stated) at the rate quoted in price schedule.

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

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

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

3) I/ we hereby confirmed the acceptance of all the technical & commercial terms of the tender.

Date:

Place:

Full Name in Block Letters:

Signature of Tenderer with Official Seal

Address:

Telephone:

Fax

E MAIL ID:

Form 2
GENERAL PARTICULARS OF THE TENDERER
e- tender No. KoPT/Kolkata Dock System/MM/28/16-17/ET/546
(To be filled up and uploaded online)

1. Weather manufacturers/ Authorized agents :
/ Dealer/Distributors/Stockiest etc.
duly authorized by the manufacturers
(Copy to be uploaded)
2. Name of the Bidder :
3. Official Address for communication :
 - a) Telephone :
 - b) Cell Phone :
 - c) Fax :
 - d) E-mail address :
4. Valid Trade License/ factory registration certificate. :
(uploaded Photo Copy) :
5. PAN (uploaded Photo Copy) :
6. VAT Registration no. :
(uploaded Photo Copy)
7. Particulars of EMD deposited :
(uploaded Photocopy of TR/ Certificate of Registration if any for tendered item/s with DGS &D / NSIC Ltd / MM Dept, KoPT)
8. Have you ever been debarred by any Govt. department or Govt. Undertaking to carry out any work. :
9. Please uploaded copies of execution Certificate(s) issued by PSU/Public Limited Companies to whom similar items have been supplied by you within last 2 years. :
10. Particulars of Cost of tender deposited. :
(uploaded photocopy of T.R.)

Date:

(Signature & the Seal of the Bidder)

Form 3
e- tender No. KoPT/Kolkata Dock System/MM/28/16-17/ET/546
(To be filled up and uploaded online)

Kolkata port trust
15, strand road, Kolkata-700001
Format for payment through ECS/RTGS

1. Party names :
2. Bank Name :
3. Branch name :
4. Type of Account :
5. Account Number :
6. MICR CODE OF KOLKATA R.B.I. :
AND
7. IFS Code No. :
8. PAN No. :
9. 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 4

**e- tender No. KoPT/Kolkata Dock System/MM/28/16-17/ET/546
(To be filled up and uploaded online)**

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

Dear Sir,

Sub: Deposit of Earnest Money

Kindly accept a sum of **Rs.7971/- (Rupees Seven Thousand Nine Hundred and Seventy One 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 TENDER No. **ADVT/56/16-17/51/II /R, Dated: 10.02.2017** of Materials Management Division.

Date:

Yours faithfully

Signature
Seal