



KOLKATA PORT TRUST  
MATERIALS MANAGEMENT DIVISION,  
6, GARDEN REACH ROAD  
KOLKATA – 700023

**PRICE OF THE TENDER  
BOOKLET: Rs 50/- (Rupees Fifty  
only)**

Telefax no: 033-24594126  
Phone No: 033-2409-3078(Ext. 304)  
Email : MM@kolkataporttrust.gov.in  
Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

**TENDER FOR PROCUREMENT OF Miscellaneous Items for LRRS NISCHINTAPUR**  
**NOTICE INVITING TENDER No.: ADVT/47/16-17/11/III Dated: 18/11/16**

**TENDER NOTICE**

1. Materials Management Division of Kolkata Port Trust invites sealed offers for supply of **Miscellaneous Items for LRRS NISCHINTAPUR** as per the technical specifications contained here in the tender documents from Manufacturers or their authorized agents/dealers/Distributors/Stockiest.
2. **TYPE OF TENDER:**  
This is a **TWO PART** tender. For this the offers 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.
3. **SCOPE OF WORK.**  
Supply of Accessories as per the details specified here in the tender documents at **Annexure – A**.
4. **Date of Sale & Date of Opening:**  
Sale of Tender will start from **16.02.2017**, and the same will be closed on **09.03.2017**, at **12.00 hrs**. The tender will be opened on **09.03.2017**, at **15.00 hrs**.  
In the event of paucity of offers, the opening date will be extended suitably for which necessary extension notice will be hoisted at the website of KoPT./ CPP Portal.  
**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 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](http://www.kolkataporttrust.gov.in)/ CPP Portal i.e. [eprocure.gov.in](http://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.
5. **ELIGIBLE TENDERERS**  
Manufacturers or their authorized agents/dealers/Distributors/Stockiest.
  - i) Tenderer having valid credentials for supplies of similar items during last 2 years ending 31<sup>st</sup> January 2017 for which documentary evidence must be submitted.
  - ii) For authorised dealers/ Agent/Distributors/Stockiest intending to quote, they must submit Current Valid Unconditional Authorisation Certificate issued by the Principal.

- iii) Tenderers must have Permanent I.T. A/c No, Valid Sales Tax Clearance Certificate/ VAT Registration Certificate & Trade Licence/Factory registration Certificate (as may be applicable) issued by a competent authority.
- iv). Tenderers must have last three years Balance sheet and Profit & Loss A/c. (audited where applicable) ending March, 2016. In case the bidder is unable to submit audited accounts of last financial year, a certificate of turnover issued by the statutory auditor of the company/firm for the previous year, Is to be submitted.

**The above should be submitted along with the Tender.**

**6. Cost and procedure of Procurement / Download of Tender Document:**

Intending Tenderers can procure Tender Documents from the Office of The Trustees' Treasurer, 15, Strand Road, Kolkata – 700 001, on any working day between **16.02.2017**. and **09.03.2017**. during office hours on payment of **Rs.50/- (Rupees fifty only)** either in cash/Bank Draft/Pay Order drawn on any Nationalized/Schedule Bank having branch in Kolkata payable at Kolkata in favour of "**Kolkata Port Trust**" as price of the Tender Documents.

Alternatively, tenderers can also download the Tender Documents from the KoPT website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) or from CPP Portal at [eprocure.gov.in](http://eprocure.gov.in) and in that case they will have to submit the Bank Draft/Pay Order of Rs. 50/- as mentioned above, in a separate envelope.

The tenderer shall bear all costs associated with the preparation and delivery of its tender and the Materials Manager will in no case be responsible or liable for those costs.

**The Tender Cost is not refundable.**

**7. Submission of Tender.**

Sealed offers super-scribing the tender no., name of work and the name and address of the tenderer will have to be submitted in the tender box kept in the office of the Materials Manager at 6, Garden Reach Road, Kolkata – 700 023 **before 14.00 hrs of 09.03.2017**. The Techno-commercial bids will be opened on **09.03.2017 at 15.00 hrs** in presence of such interested tenderers or their authorized representatives who may wish to remain present during the opening of offers.

The Price Bids of the firms short listed on the basis of techno-commercial bid will be opened on at a later date for which intimation would be sent to short listed offerers and / or an insertion will be made in KoPT's website, in presence of such interested short listed tenderers who may wish to remain present during the opening of offers.

**8. Critical Dates & Time**

<b>Publish Date</b>	<b>15.02.2017 10.00 Hrs.</b>	<b>Bid Opening Date</b>	<b>09.03.2017 15.00 Hrs.</b>
<b>Document Download/Sale Start Date</b>	<b>16.02.2017 10.00 Hrs.</b>	<b>Document Download/Sale End Date</b>	<b>09.03.2017 14.00 Hrs.</b>
<b>Clarification Start Date</b>	<b>NA</b>	<b>Clarification End Date</b>	<b>NA</b>
<b>Bid Submission Start Date</b>	<b>16.02.2017 10.00 Hrs.</b>	<b>Bid submission End Date</b>	<b>09.03.2017 14 Hrs.</b>

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.

**9. Earnest & Security Deposit**

The tender is subject to Bid Security (**Earnest Money**) of Rs. **3167/-(Rupees Three Thousand One Hundred Sixty Seven only)** for details; please see the relevant clauses at **Annexure – A**.

**Under no circumstances, earnest money deposit or the tender cost would be accepted in cash at Materials Management Division.**

10. The Materials Manager reserves the right of accepting or rejecting any offer partially or wholly without assigning any reason thereto.

Sd/-  
(S. Mukherjee)  
Chief Mechanical Engineer (I/C)

**Annexure-A**  
**Instructions to Bidders**

TENDER No.: ADVT/47/16-17/11/III Dated: 18.11.16 Opening on 09.03.2017

**1. TENDER DOCUMENTS**

The tender documents shall include inter alia. **Materials Management Division** under **Mechanical & Electrical Engineering Department** of Kolkata Port Trust invites Tender in sealed offers for the supply of **Miscellaneous Items** for **LRRS NISCHINTAPUR** under Kolkata Dock System as per the technical specifications contained herein the tender documents from Manufacturers or their **Authorized Agents/Dealers/Distributors/Stockiest**.

**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.

**I. Notice Inviting Tender**

**II. Annexure – A**

- a. Instruction to Bidders. Chapter-1
- b. Conditions of Tender. Chapter-2
- c. Specifications and Technical Details Chapter-3
- d. Price Schedule Chapter-4
- e. Contract form. Chapter-5
- f. Other forms: -
- g. Expressed undertaking by the Bidder -Form 1
- General Particulars of the Tenderer- Form 2

Application for deposit of earnest money - Form 3

**III. Price Schedule**

**2. PREPARATION OF TENDERS**

**This is a two bid tender.**

**Documents comprising the Tender: The tender prepared shall comprise of the following Components (enclosed in sealed covers)**

**Inner cover -1- Containing i,ii,iii,iv (i.e.Techno-Commercial bid only).**

**Inner cover - 2 - Price bid only.**

**Inner cover -1**

- (i) **“Techno-Commercial Offer”** in accordance with the Technical Specifications indicated in the Tender Documents at **chapter-3**.
- (ii) **“Earnest Money Deposit”** of Rs. **3167/- (Rupees Three Thousand One Hundred Sixty Seven only)** in the form of Bankers Cheque or Pay Order or Demand Draft from any of the Nationalized /Scheduled Bank having branch in Kolkata drawn in favour of **“Kolkata Port Trust”** or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port Trust, as the case may be.  
**Exemption: (a) 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).**
- (iii) **“Tender cost”** in the form of Bankers Cheque or Pay Order or Demand Draft from any of the Nationalized /Scheduled Bank having branch in Kolkata drawn in favour of **“Kolkata Port Trust”** of Rs. **50/- (Rupees fifty only)** as the cost towards purchase of Tender document (applicable for downloaded NIT only) or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port trust, as the case may be.

**Exemption: (b) The firms registered with DGS&D, NSIC Ltd. Or MM Division for the item tender for are exempted from submission of tender cost also.**

**All Bankers Cheque or Pay Order or Demand Draft should be drawn in favour of “Kolkata Port Trust” on Nationalized/Scheduled Bank having branch Payable in Kolkata.**

(iv) “Pre-qualification Documents” Containing:

- a. Documentary proof of satisfactory completion of supply of such articles to Govt./PSU/ Public Ltd. Companies is to be submitted. In the client's letterhead mentioning clearly value of the work order and dates of completion of such jobs. The documents must contain name, address, telephone numbers and e-mail address of the authority issuing such certificates. Relevant copies of work order and corresponding Receipted challans or Tax invoices should be submitted in support of satisfaction execution of such supplies.
- b. Copy of last three years Balance Sheet and Profit & Loss A/c. (audited where applicable) ending March, 2016. 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.
- c. Current Valid Unconditional Authorisation Certificate issued by the Principal in case of Authorised Dealers, etc.
- d. Certified photocopy of VAT Registration Certificate (if VAT is applicable), Trade License /Factory registration Certificate (as may be applicable) issued by a competent authority& PAN certificates.
- e. Copy of Certificate of registration with NSIC/DGS&D/MM Division for the items tendered for if applicable.
- f. Contract form as at Annexure A, (chapter - 5) duly filled in.

Inner cover – 2

“**Price Bid**” containing the details of Price Bid **in the format** supplied in the tender document.

**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.
- 3.3 Price Bid should be **FREE FROM ANY EXTRANEIOUS CONDITION**.
- 3.4 **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).
- 3.5 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.

**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 (Price schedule) shall remain valid for evaluation for 120 days from opening date of the Tenders.

6. Samples, if any, are to be marked and labeled so as to correspond with the items in the tender and to be sent to the Office of the Materials Manager so as to reach simultaneously with the tender.
7. Full particulars as to specification, brand and maker's name and delivery schedule, etc. should be stated, failing which the tender may not be considered.
8. The attention of tenderers is drawn to the rule that the rate unit must not, under any circumstances, be altered and quotation must be entered in ink for both in figures and in words.

**9. REJECTION OF TENDER DOCUMENTS:**

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 tender not substantially responsive to the tender Documents in every respect may result in the rejection of the tender.

**10. BIDDERS RESPONSIBILITY TO SATISFY HIS QUERIES**

The tenderer may visit and inspect the site on his own responsibility 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.

**11. CLARIFICATION OF TENDER DOCUMENTS**

Prospective tenderers requiring for 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.

**12. 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 tenderers 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 / CPP Portal and will be binding on the prospective Tenderers.

- 13. DEADLINE FOR SUBMISSION OF TENDERS:** The tender must be received by the Office of the Materials Manager at 6, Garden Reach Road, Kolkata – 700023, before **14.00 hrs** on **09.03.2017**.

- 14. LATE TENDERS:** Any tender received after the deadline for submission of tenders prescribed by will stand rejected and will be returned unopened to the tenderer on request.

**15. SPECIAL INSTRUCTION:**

Rates are to be quoted only against respective item as shown in PRICE BID.

**16. TENDER RECEIVED THROUGH POST:**

Tender received through Post shall be accepted provided the same should reach the office of the Materials Manager at 6, Garden Reach Road, Kolkata – 700023, prior to the expiry of the stipulated time as per NIT.

**17. OPENING OF TENDERS**

- i) The Techno-commercial bid will be opened in the presence of the tenderers' representatives (who might be present) on **09.03.2017** after **15.00 hrs** in the office of the Materials Manager, 6, Garden Reach Road, Kolkata – 700 023, West Bengal, India.
- 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 technical bids will be evaluated by the Kolkata Port Trust and only those offers which are substantially responsive to the specifications will be short listed. Further processing, discussion, etc. will be held only with the short listed tenderers.
- iv) The Earnest Money Deposit and the price bid of other tenders, (those tenderers whose technical bid is not substantially responsive to the specification) will be retained by the Kolkata Port Trust and will be returned after the finalization of the tender.

**18. 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.**

**19. 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 by the tender in their tenders will result in forfeiture of Earnest Money.

**20. RIGHT TO ACCEPT ANY TENDER TO 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 ground for such actions.

**21. NOTIFICATION OF AWARD:**

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

**22. 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-

- a) Third parties
- b) Contractor's facilities and equipment
- c) Contractor's personnel
- d) KoPT's facilities and equipment, including the goods supplied under the contract
- e) 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.

Sd/-  
(S. Mukherjee)  
Chief Mechanical Engineer (I/C)

## CHAPTER -2

### CONDITIONS OF TENDER

**Tender No. ADVT/47/16-17/11/III Dated: 18.11.16 Opening on 09.03.2017**

#### **1. BID SECURITY:**

- 1.1 The tender is subject to Bid Security (i.e. Earnest Money) of Rs. **31677-(Rupees ThreeThousand One HundredSixty Sevenonly)**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.
  - 1.2 The Bid Security must remain valid for a period of forty-five days beyond the final Price bid validity period.
  - 1.3 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.
  - 1.4 Bid security will be refunded to the successful bidder on receipt of Performance Security.
  - 1.5 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.
  - 1.6 Transfer of Bid Security from any deposits shall not be considered.
  - 1.7 **Tender without Bid security from firms 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 KoPT.**
  - 1.8 **Exemption: (a) 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).**
  - 1.9 The tender will not be extended under any situation after the due date.
2. 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 / Bank Guarantee 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 from of Bank Guarantee is accepted only in case EMD exceeds 10 lakh, the same should be kept in view while considering EMD furnished by the bidder in his original bid.

#### **3. PERFORMANCE SECURITY:**

- 3.1. 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 Nationalized/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 intimatedto ensure due performance of the contract.
- 3.2. 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.
- 3.3. 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.
- 3.4. Kolkata Port Trust will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).
- 3.5 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 be cancelled.
- 3.6 **Exemption: No Exemption from submission of Performance Security is allowed.**

4. 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.
5. When the price is ruled by weight or measurements that for, net weight and net measurement should be quoted.
6. 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.
7. The attention of tenderers is drawn to the rule that the rate unit must not under any circumstances be altered and quotation must be entered in ink for both in figures and in words.
8. 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.
9. 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.
10. If delivery of material is not made within the time undertaken, the order may be cancelled without notice.
11. 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.
12. Unit of price must be as specified in the tender, but if it becomes necessary to quote by weight instead of number approximate weight per no. must be quoted.
13. All pages of tender must be returned in original duly signed and stamped any quotation not accompanied by this tender form may be liable for rejection.
14. 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.**
15. Name of the firm quoting against any particular tender should also be printed or rubber-stamped on the envelope.
16. All parties quoting should state clearly in the price-bid 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.
17. **L.D. CLAUSE**-  $\frac{1}{2}\%$  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.
18. Rate of S.T./VAT in full may be stated as KoPT does not furnish 'C' or 'D' form.
19. **CONDITIONAL DISCOUNT**: Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.
20. **JURISDICTION**: The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.



21. **ARBITRATION**: For the instant tender no Arbitration will be permissible. In case of disputes the decision of the Chief Mechanical Engineer will be final and binding.

**22. PAYMENTS TERMS:**

Payment will be made within 30 days from 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 as well as copy of the order along with other documents as required for processing the bill for payment through ECS.

23. 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.

24. **BID CURRENCY**: Price shall be quoted in I.N.R. Only.

25. **GUARANTEE/WARRANTY**: If not otherwise stated elsewhere, supplied store is to be guaranteed against any manufacturing defect for a period of 6 months for consumables or for 12 months for items other than consumables and is to be replaced free of cost in the event of development of such defect within such period.

**26. DELIVERY TIME:**

Supply is to be made to LRRS Nischintapur directly against specific purchase order and supply must be completed within 60 days from the date of placement of order, failing which risk purchase may be made as per relevant tender condition. The Trustees also reserve the right to cancel the contract either in whole or in part at any time if supply is not made in terms of the order. For making delivery to the offices located within the Dock area, the supplier has to observe the usual entry procedure and entry permits to be obtained as per Port rules.

**27. DELIVERY PLACE**: To be supplied at LRRS Nischintapur.

28. The tender shall contain no interlineations, erasers or overwriting except as necessary to correct the errors made by the tenderer in which case such corrections shall be initiated by the person / persons signing the offer.

29. **LICENCES AND PERMITS**: The contractor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him. Arrangements for Dock Permit etc, as necessary for direct delivery at stores is to be made by the supplier at their own initiative for which necessary assistance will be extended. The Dock Permit will be provided by free of cost.

30. Willing tenderers may like to send their authorized representative to attend opening of the above tender.

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

Sd/-  
(S. Mukherjee)  
Chief Mechanical Engineer(I/C)

**Chapter-3**  
**Specifications and Technical details**  
**Price not to be quoted here**

**TENDER No: ADVT/47/16-17/11/III Dated: 18.11.16 Opening on 09.03.2017.**

Sl. No.	Item CodeNo.	Unit	Description	Quantity in Nos.	Make/ Brand
1	1111504	14	Mattress Double layered foam 78" x 48"x 4" Primary Material: Printed and Quilted Fabric/ PU Foam	7	
2.	1111505	14	Mattress Double layered foam 78" x 36"x 4" Primary Material: Printed and Quilted Fabric/ PU Foam	2	
3.	1111506	14	Mattress Double layered foam 78"x 60"x 4" Primary Material: Printed and Quilted Fabric/ PU Foam	1	
4.	1111507	14	Pillow 16" x 24" Primary material: Best Quality cotton fibre (simul)	10	
5.	1111508	14	Curtain Cloth for officers Good Quality cotton/polyster Cloth – 100mtrs X1.2 mtrs – 1 Roll	1	
6.	1111509	14	Curtain Cloth for staff Polyester Cloth – 70mtrs X1.2 mtrs – 1 Roll	1	
7.	1111498	14	Blankets Single bed 86" (length) X 60"(width)	10	
8.	1111499	14	Bed Sheet Single bed	10	
9.	1111500	14	Bed Sheet Double bed	1	
10.	1111501	14	Bed Cover Medium	10	
11.	1111502	14	Bed Cover Double bed	1	
12.	1111503	14	Pillow Cover 16 " x 24"	10	

**It is certified that our offer is strictly as per specification and technical detailsas mentioned above. Samples for items against Sl No. (4 – 12) are to be submitted before opening of the tender at Sample Section of Materials Management Division.**

**Date--**

**Signature of the bidder**  
**With office seal--**  
**Address--**

**CHAPTER--5**  
**Contract Form**

**TENDER No: ADVT/47/16-17/11/III Dated: 18.11.16 Opening on 09.03.2017.**  
**(To be filled in with permanent ink)**

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. **3167/-(Rupees Three Thousand One Hundred Sixty Seven only)** has been deposited as earnest money with the Financial Adviser and Chief Accounts Officer Kolkata Port Trust, vide his receipt No.....of .....2017 .
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 LRRS Nischintapur.
10. Unless otherwise specified in the order I / We undertake to deliver supplies not later than 60 days from the receipt of the order 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

11. 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.
12. Samples, where called for, have been marked and labeled so as to correspond with items in the tender.
13. The articles supplied will be in strict accordance with the specification and or description in the Schedule.
14. Rate unit have not been altered in the Tender and quotations have been entered in both figures and words.
15. The total value of each item has been shown in the column provided for that purpose.
16. Country of manufacturer has been stated.
17. **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.
18. **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.
19. **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.
20. 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.
21. 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**

Code No: 1223740  
S – 10 (a)

**TENDER No: ADVT/47/16-17/11/III Dated: 18.11.16 Opening on 09.03.2017**

**TENDER FOR THE SUPPLY OF MISCELLANEOUS ITEMS FOR  
LRRS NISCHINTAPUR**

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 LRRS Nischintapur 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**  
**(To be filled in with permanent ink)**

**TENDER No: ADVT/47/16-17/11/III Dated: 18.11.16 Opening on 09.03.2017.**

A. Whether manufacturers or the Authorized agents/Dealers/Distributors/Stockiest etc.

I.	Name of the Bidder	
II.	Official Address for communication	
III.	a. Telephone	
	Cell Phone	
	b. Fax	
	c. E-mail Address	
	d. Valid Trade License/ Factory	
IV.	Registration Certificate (Please attach photocopy)	
V.	PAN (Please attach photocopy)	
VI.	VAT Registration No. (Attach Photocopy of certificate)	
VII.	Particulars of EMD deposited (Attach Photocopy of TR/ Certificate of Registration if any for tendered item/s with DGS &D / NSIC Ltd / MM Dept, KoPT)	
VIII.	Have you ever been debarred by any Govt. department or Govt. Undertaking to carry out any work	
IX.	Please attach copies of execution certificate(s) issued by PSU/Public Limited Companies to whom similar items have been supplied by you as per Eligibility criteria (ii) on page no. 1	
X.	Particular of cost of tender (Please attach Photocopy)	

(Signature & the Seal of the Bidder)

Date:

**Form-3**

**TENDER No: ADVT/47/16-17/11/III Dated: 18.11.16 Opening on 09.03.2017.**

**APPLICATION FOR DEPOSIT OF EARNEST MONEY**

**(To be filled in with permanent ink by firms not registered with MM Dept of Kolkata Port Trust or DGS&D or NSIC LTD for the product tendered for)**

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

Dear Sir,

Sub: Deposit of Earnest Money

Kindly accept a sum of Rs. Rs. **31677-(Rupees Three Thousand One Hundred Sixty Seven only)** by Banker'sCheque/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/47/16-17/11/III Dated: 18.11.16** of Materials Management division due to be opened on **09.03.2017** at 15.00 hrs.

Date:

Yours faithfully,

Signature:  
Seal

Form-4A

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. :
7. IFS CODE NO. :
8. PAN NUMBER :
9. VAT NUMBER :

(Signature with Official Seal)

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



**Chapter - 4**  
**Price Scheduled**  
**Price to be quoted here**

**TENDER No: ADVT/47/16-17/11/III Dated: 18.11.16 Opening on 09.03.2017.**

Sl No	Item Code No.	Unit	Description	Quantity in Nos.	Make/ Brand	Unit Rate in Rs	Rates of VAT/S.T. in %	Other charges (If any)	Total Cost in Rs
1	1111504	14	Mattress - Double layered foam 78" x 48"x 4" Primary Material: Printed and Quilted Fabric/ PU Foam	7					
2.	1111505	14	Mattress - Double layered foam 78" x 36"x 4" Primary Material: Printed and Quilted Fabric/ PU Foam	2					
3.	1111506	14	Mattress - Double layered foam 78" x 60"x 4" Primary Material: Printed and Quilted Fabric/ PU Foam	1					
4.	1111507	14	Pillow 16" x 24" Primary material: Best Quality cotton fibre (simul)	10					
5.	1111508	14	Curtain Cloth for officers Good Quality cotton/polyster Cloth – 100mtrs X1.2 mtrs – 1 Roll	1					
6.	1111509	14	Curtain Cloth for staff Polyster Cloth – 70mtrs X1.2 mtrs – 1 Roll	1					
7.	1111498	14	Blankets Single bed 86" (length) X 60"(width)	10					
8.	1111499	14	Bed Sheet Single bed	10					
9.	1111500	14	Bed Sheet Double bed	1					
10.	1111501	14	Bed Cover Medium	10					
11.	1111502	14	Bed Cover Double bed	1					
12.	1111503	14	Pillow Cover 16 " x 24"	10					

(1) Rate of VAT- Inclusive/ Extra:-

(2) Rate of Excise Duty - Inclusive / Extra.

(3) Delivery charges (transportation Charges upto LRRS Nischintapur) -

(4) Other charges (If any).

(5) Samples for items Sl. No. (4 – 12) are to be submitted before opening of the tender at Sample Section of Materials Management Division

It is certified that our offer is strictly as per specification and technical details as mentioned above.

Date--

With office seal--

Signature of the bidder

Address--