

**KOLKATA PORT TRUST
MATERIALS MANAGEMENT DIVISION
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
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 : cmm@kopt.in
Website www.kolkataporttrust.gov.in

**e- TENDER FOR PROCURMENT OF OPEN LINK & STUD LINK CHAIN FOR
KOLKATA DOCK SYSTEM**

NOTICE INVITING TENDER No: ADVT/16/16-17/61/I/R Dated: 12.10.2017 Opened on 09.11.2017

e-Tender no. KoPT/Kolkata Dock System/MM/13/17-18/ET/348

TENDER NOTICE:

Materials Management Division under Mechanical and Electrical Engineering Department of Kolkata Port Trust invites offers for supply of **OPEN LINK & STUD LINK CHAIN** for Kolkata Dock System as per the technical specifications contained herein the tender documents from the Manufacturers or their authorized agents/dealers.

1. 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.

2. SCOPE OF WORK:

Supply of **OPEN LINK & STUD LINK CHAIN FOR KOLKATA DOCK SYSTEM** as per the details specified here in the tender documents.

3. Date of Sale & Date of Opening:

Sale of Tender will start from **18.10.2017** and the same will be closed on **09.11.2017** at **14.00 hrs**. The tender will be opened on **09.11.2017** at **15.00 hrs**.

For any and all amendments, if any, of the instant tender, such amendments will be hoisted in KoPT's website/ CPP Portal & MSTC website 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 / MSTC website i.e. www.mstcecommerce.com/eprochome/kopt 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 website, CPP Portal & MSTC website.

4. Eligibility Criteria

For this purpose, offers are invited from **manufacturers or their Authorized Dealers/Agents**. Further, in order to participate in the instant tender following conditions are required to be fulfilled:

- i) The bidder must have experience in successfully executing supply of similar items during **last 2 years ending 31st August 2017** for which documentary evidence must be submitted.
- ii) Authorised dealers/Agents intending to quote must submit Current Valid Authorisation Certificate issued by the Principal.
- iii) All bidders must have Permanent I.T A/c No. Valid Sales Tax Clearance Certificate /VAT Registration Certificate, PAN, Trade License in case of authorized dealer, Agents and Factory License in case of Manufacturer.

iv) All bidders must have last three years Balance Sheet and Profit & Loss A/c (audited where applicable) ending **31st March, 2017**.

The above should be submitted along with the Techno Commercial Bid.

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

Intending Tenderers can deposit Tender Cost at the Office of The Trustees' Treasurer, 15, Strand Road, Kolkata – 700 001, on any working day between **18.10.2017** and **09.11.2017** during office hours on payment of **Rs.50/- (Rupees Fifty only)** either in cash or in the form of Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks having branch in Kolkata drawn in favour of "**Kolkata Port Trust**" and upload the Treasury Receipt of the Tender Cost issued by the Treasurer, Kolkata Port Trust.

Alternatively, tenderers can also download the Tender Documents from KoPT website www.kolkataporttrust.gov.in or from CPP Portal at eprocure.gov.in or from MSTC i.e www.mscecommerce.com/eprhome/kopt and in that case they will have to upload the Bank Draft/Pay Order of **Rs.50/-** as mentioned above.

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 firm registered with DGS&D, NSIC Ltd. or MM divisions for the items tendered for are exempted from submission of Tender Cost).

The Tender Cost is not refundable.

6. **Submission of Tender.**

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- B) of this tender before submitting your online tender on 14.00 hrs. of **09.11.2017**. The Techno-commercial bids will be opened on **09.11.2017** at **15.00 hrs.** in presence of such interested tenderers 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 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.

7. **Critical Dates & Time**

Publish Date	15.10.2017 10.00 Hrs.	Bid Opening Date	09.11.2017 15 Hrs.
Document Download Start Date	18.10.2017 11.00 Hrs.	Document Download End Date	09.11.2017 14 Hrs.
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	18.10.2017 11.00 Hrs.	Bid submission End Date	09.11.2017 14 Hrs.

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.

8. **Earnest & Security Deposit**

The tender is subject to Bid Security (**Earnest Money**) of **Rs.66635.00 (Rupees Sixty Six Thousand Six Hundred Thirty Five 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.

9. 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)

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	<u>Advt/16/16-17/61/I/R Dated: 12.10.2017</u>
b. MODE OF TENDER	<p>e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.</p> <p>The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System</p>
c. E-Tender No.	KoPT/Kolkata Dock System/MM/13/17-18/ET/348
d. Date of NIT available to parties to download	18.10.2017 at 11 hrs.
e. Pre-Bid Meeting starting date & Time	N.A
f. Pre –Bid Meeting closing date & Time	N.A
g. i) Earnest Money Deposit	<p>“Earnest Money Deposit” of Rs.66635.00 (Rupees Sixty Six Thousand Six Hundred Thirty Five only) in the form of Banker’s cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India 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. (The firm registered with DGS&D, NSIC Ltd. or MM divisions for the items tendered for are exempted from submission of Earnest Money).</p>
ii) Tender Cost	<p>“Tender Cost” containing Banker’s cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India 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. All Banker’s cheques/Pay Orders/Demand Drafts should be drawn in favour of “Kolkata Port Trust” on any nationalized/Scheduled bank having branch in Kolkata. (The firm registered with DGS&D, NSIC Ltd. or MM divisions for the items tendered for are exempted from submission of Tender Cost).</p>
iii) Transaction Fee	Rs.1747/- Including Service Tax & other charges @ 18% (on Service Charge) Payment of Transaction fee by

	NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A)
h. Last date of submission of EMD & Bid Document fee at KDS Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	09.11.2017 up to 14.00 hrs. <i>Bidders should attempt to deposit Transaction Fee 3 days prior to closing of bid to avoid rejection of bid on account of failure to confirm receipt by MSTC.</i>
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt	18.10.2017 at 11hrs.
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	09.11.2017 at 14 hrs.
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	09.11.2017 at 15 hrs.

List of Annexure

Important Instructions to Bidders	:- Annexure - A
Commercial Terms & Condition	:- Annexure - B
Schedule of Requirement	:- Annexure - C
Contract forms	:- Annexure - D
Documents to be uploaded	:- Annexure - E
Price Bid	:- Annexure - F

Important instructions for E-procurement

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

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 Technical Bid as well as Commercial Bid will be done over the internet. 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 TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/.....</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select Logo → Register as Vendor -- 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/MSTC, (before the scheduled time of the e- tender).</p> <p><i>Contact person (Kolkata Port Trust):</i></p> <ol style="list-style-type: none"> 1. Indrajit Ghosh – Materials Manager – mm@kolkataporttrust.gov.in 2. Namgyal Bhutia– Sr. Dy. Materials Manager – nbhutia@kolkataporttrust.gov.in 3. Sulata Barua – Dy. Materials Manager – Sulata.b@kolkataporttrust.gov.in <p><i>Contact person (MSTC Ltd):</i></p> <ol style="list-style-type: none"> 1. Shri S Mukherjee, DM(e-Commerce) – smukherjee@mstcindia.co.in 2. Ms S Maity, AM(e-Commerce) – smaity@mstcindia.co.in
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	<p>Google hangout ID- (for text chat)- mstceproc@gmail.com</p> <p>B) System Requirement:</p> <ol style="list-style-type: none"> Windows 7 or above Operating System IE-7 and above Internet browser. Signing type digital signature Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings: Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. <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>The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/..... Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on</p>

	<p>the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) 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 vendor(s) will be refunded by the tender inviting authority. The process involves Electronic Bidding for submission of Technical and Commercial Bid. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under→My menu→ Auction Floor Manager→ live event →Selection of the live event The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid. After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor

	<p>should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) 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>l) 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>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors 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 & Condition

TENDER No. Advt/16/16-17/61/I/R Dated: 12.10.2017 Opening on 09.11.2017
Mstc e-Tender no. kopt/Kolkata dock system/MM/13/17-18/ET/348

TENDER DOCUMENTS

1. ELIGIBILITY CRITERIA OF THE BIDDERS

Manufacturers or their Authorized Agents/Dealers: -

- I. Having experience in successfully executing supply of similar items during last 2 years ending 31st August, 2017 for which documentary evidence must be submitted. –Certificates (i.e. Order Copy, G.R.N., Tax Invoice, Supply Challan) to be uploaded.
- II. For authorised dealers/Agent intending to quote, they must submit Current Valid Authorisation Certificate issued by the Principal. (Certificates to be uploaded).
- iii. Must have Permanent I.T A/c No. Valid Sales Tax Clearance Certificate/GST Registration Certificate & Trade License in case of authorized dealer, Agents/Factory License in case of Manufacturer. (Certificates to be uploaded).
- iv) Must have last three years Balance sheet and Profit & Loss A/c (audited where applicable) ending 31st March, 2017. (Certificates to be uploaded).

2. PRICE BID

- 2.1 Price quoted by the renderer 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.
- 2.2 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.
- 2.3 Price Bid should be FREE FROM ANY EXTRANEIOUS CONDITION.
- 2.4 **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. PERIOD OF VALIDITY OF OFFERS

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

4. 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.
5. 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.
6. Unless otherwise mentioned all offers will be considered for **immediate delivery ex-stock**, time being the essence of the contract in this respect.

7. **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.

8. **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.

9. **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.
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 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 and CPP Portal and will be binding on the prospective Tenderers.
- c). In order to allow prospective tenderers reasonable time for taking the amendment into account & preparing the tenders, the Materials Manager may at his discretion, extend the deadline for the submission of the tenders.
11. **SPECIAL INSTRUCTION**: Rates are to be quoted only against respective item as shown in PRICE BID._
13. **OPENING OF TENDERS**
- i. The tender will be opened online. Tenderers can see the Technical and price CST 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 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.
13. **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 downloading of tender from website.
 3. Not valid for 120 (One Hundred and Twenty) days from the date of opening of Techno Commercial Bid.
 4. Not in accordance with/deviation from the tender documents.
 5. **In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.**
 6. **Offers non-confirming to the instructions as stated above shall be treated as non responsive and hence such offer/offers may be liable for disqualification.**
14. **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.

15. **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.
- 17 **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.
- 18 **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-
- Third parties
 - Contractor's facilities and equipment
 - Contractor's personnel
 - KoPT's facilities and equipment, including the goods supplied under the contract
 - 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.

19. EARNEST MONEY DEPOSIT:

- The tender is subject to Bid Security (i.e. Earnest Money) of **Rs.66635.00 (Rupees Sixty Six Thousand Six Hundred Thirty Five only)** to be submitted in the form of Banker's Cheque or Pay Order or Demand Draft drawn on Nationalized /Schedule Banks having branch at Kolkata in favour of "**Kolkata Port Trust**" and the same is to be submitted along with the offer.
- 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.
- Bid security will be refunded to the successful bidder on receipt of Performance Security.
- 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.
- Transfer of Bid Security from any deposits shall not be considered.
- Tender without Bid security from firms other than those registered with DGS & D, NSIC Ltd or MM Division for the items tendered for would be treated as unresponsive and rejected by Ko.P.T.**

20. PERFORMANCE SECURITY:

- 20.1) 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 an cash/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 Dept. within the time limit as might be intimated but within the last date of delivery stipulated in the contract to ensure due performance of the contract as well as payment of bills in time.
- 20.2) 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.
- 20.3) Kolkata Port Trust will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).
- 20.4) 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.
- 20.5) **Exemption: No Exemption from submission of Performance Security is allowed.**

21. When the price is ruled by weight or measurements that for, net weight and net measurement should be quoted.
22. Notwithstanding anything herein contained it is expressly agreed that the price/prices quoted in this tender is/are based on the tariff value/values and the rate/rates of Customs on the opening date of tender and that if any increase in either tariff value or rates of Customs shall be in force on the due date for delivery and shall effect any increase or decrease in the total amount of Customs 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.
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 and procurement of materials will be made from market at the **risk and cost of the defaulting supplier/s**.
26. Unless otherwise mentioned all offers will be considered for **immediate delivery ex-stock**, time being the essence of the contract in this respect.
27. 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.
28. Any default in the supply or failure to deliver an approved quality within the time stipulated may 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**.
29. All parties quoting should state clearly in bold letters the % of taxes and duties GST etc. that will be charged against any item as guidance at the time of placing order.
30. **L. D. Clause** – ½% per week with effect from stipulated date of delivery subject to maximum 5% of the order value. In case of L.D. for delayed supply Service Tax at the prevailing rate at the time of delivery will be applicable on L.D. amount and the same will be deducted from the supplier bill.
31. Rate of GST in full may be stated as KoPT does not furnish '**C**' or '**D**' form.
32. **Conditional discount:** Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.
33. **JURISDICTION:** The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
34. **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.
35. **PAYMENTS TERMS:** Preferably within 30 days from the date of supply (both dates being inclusive) on submission of clear bill along with Bank A/C particulars supported with GRN along with other documents as required for processing the bill for payment through ECS.
36. **Delivery Time:** To be completed within 90 days from the date of placement of work order.
37. **Delivery Place:** Materials are to be delivered directly at No. 14 KPD.
38. **BID CURRENCY:** Price shall be quoted in I.N.R only.
39. **Guarantee/Warranty:** If not otherwise stated elsewhere, supplied store is to guaranteed against any manufacturing defect for a period of 12 months from the date of installation or for 18 months from the date of supply whichever is earlier and is to be replaced free of cost in the event of development of such defect within such period.

40. The trustees also reserve to themselves 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.
41. **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 KoPT free of cost.
42. **T.C. from any classification society must be provided.**
43. **If conditions above are not strictly complied with, the tender may not be considered. The tender will not be extended under any situation.**
44. **Manufacturer T.C. & G.C. must be provided with the supply.**
45. **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.**
46. In a tender, either the Indian agent on behalf 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.
47. If an agent submits bid on behalf 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.
48. 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.
49. In the event of any unforeseen closer of work/holiday on any of the above days the same will be opened/held on the next working day without any further notice.
50. **Bidders while submitting their bid must fully read and understood the entire Tender Documents, GCC, Special conditions and Addenda, if any, downloaded from under the instant e-tender and no other source and will comply to the said documents, GCC, Special conditions and Addenda. The bidders must register his unconditional acceptance while submitting his/her bid online using his/her Digital Signature.**
51. **Tax Clause**
For Tax inclusive contracts
 - Prices or fees quoted in the offer by the bidder shall be inclusive of GST and/or other statutory Levies, Taxes, CESS imposed by Competent Authorities unless otherwise provided.

For Tax exclusive contracts

- The prices quoted above shall be exclusive of any statutory levies and or other charges levied by any Central/State/local authorities which shall be paid extra at applicable rates at the time of supply of goods / services.

Tax Clause

For Tax inclusive contracts

- Prices or fees quoted in the offer by the bidder shall be inclusive of GST and/or other statutory Levies, taxes, cess imposed by Competent Authorities unless otherwise provided.

For Tax exclusive contracts

- The prices quoted above shall be exclusive of any statutory levies and or other charges levied by any Central/State/local authorities which shall be paid extra at applicable rates at the time of supply of goods / services.

Change in law clause

- Any new statutory levies, taxes, duties, cess, etc. imposed by the Central / State / local authorities by way of fresh notification subsequent to the issue of work Order / Purchase Order, but within the stipulated delivery period shall be paid extra.
- Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards liveable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such “Change in law”.

General Terms & Conditions

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/Service Provider agrees to comply with all applicable GST laws, including GST acts rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- The purchase order work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

Schedule of Requirements**TENDER No. Advt/16/16-17/61/I/R Dated: 12.10.2017 Opening on 09.11.2017****e- Tender no. KoPT/Kolkata Dock System/ MM/13/17-18/ET/348**

Sl. No.	Item code no.	Unit	Quantity	Description
1	8003094	14	11 Nos.	40 mm dia. Open Link Chain, Grade – U2 of length 27.5 mtr. (Full Length) with enlarged link at both end. Test Certificate from any Classification Society to be provided. Manufacturer Test Certificate & Guarantee Certificate to be provided. Material to be supplied at No. 14 KPD
2	8003048	14	23 Nos.	40 mm dia Open Link Chain, Grade – U2 of length 13.75 mtr. (Half Length) with enlarged link at both end. Test Certificate from any Classification Society to be provided. Manufacturer Test Certificate & Guarantee Certificate to be provided. Material to be supplied at No. 14 KPD.
3	8003490	14	9 Nos.	42 mm dia. Stud Link Chain of 27.5 mtr. each length. U3 chain of high Tensile Strength flash butt welded. Each length to be provided with enlarged end link and lugged joining shackle having two reverse tapered split pins at both end. Test certificate from any Classification Society to be provided. Manufacturer Test Certificate & Guarantee Certificate to be provided. Material to be supplied at No. 14 KPD

PRICE NOT TO BE QUOTED HERE

Contract Form

Annexure – D

Code No.1224150

S-82

New-1056

**TENDER No. Advt/16/16-17/61/I/R Dated: 12.10.2017 Opening on 09.11.2017
e-Tender no. KoPT/Kolkata Dock System/MM/13/17-18/ET/348
(To be filled up and uploaded online)**

MATERIALS MANAGER
KOLKATA PORT TRUST

Sir,

2. 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.
3. A sum of **Rs.66635.00 (Rupees Sixty Six Thousand Six Hundred Thirty Five only)** either in the form of Banker's Cheque or Demand Draft or Pay Order drawn from Nationalized /Schedule 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 Demand Draft or Pay Order No.....of200 .
4. 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.
5. 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.
6. 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.
7. I/We agree not to sub let or assign the Contract for supplies or any part thereof at any benefit there under.
8. I/We bind myself/ourselves to supply, if required to do so up to 110% of the quantities accepted by the Trustees.
9. I/We agree to bear the cost of stamping the agreement.
10. 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 Garden Reach.
11. 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.
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. The articles supplied will be in strict accordance with the specification and or description in the Schedule.
14. The price quoted for net weight or net measurement but the prices include cost of containers and delivery to Kolkata Port Trust Stores 6, Garden Reach Road, Kidderpore, Kolkata – 700023.
15. Rate unit have not been altered in the Tender and quotations have been entered in both figures and words.
16. The total value of each item has been shown in the column provided for that purpose.
17. Country of manufacturer has been stated.
18. **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.
19. **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.
20. **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.
21. 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.
22. 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

Dated201

Address.....

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

List of Documents to be uploaded

- a) GST Registration Certificate.
- b) Copy of PAN Card.
- c) Copies of last three years Balance Sheet & profit & loss A/C (Audited where applicable) for last three years ending 31.03.2017.
- d) Credential of having experience in successfully executing supply of similar item (similar to items tendered out) during last 2 years ending 31.08.2017, i.e. Order copy, Supply challans duly materials approved by purchaser, Goods receipt note, Tax Invoice etc.
- e) Valid Authorization letter from the principal, in case of authorized dealer/Agents.
- f) Trade License in case of authorized dealer, Agents and Factory License in case of Manufacturer.
- g) BIS certificates where applicable.
- h) Expressed undertaking by the Bidder at Form – 1
- i) General Particulars of the Tenderer at Form - 2
- j) Bank details of the bidder to be filled up given format at form 3
- k) Copy of Treasure Receipt/ D.D towards deposit of EMD & Tender cost.

Form-1
Expressed undertaking by the Bidder
(To be filled up and uploaded online)

Code No: 1223740
S – 10 (a)

TENDER No. Advt/16/16-17/61/I/R Dated: 12.10.2017 Opening on 09.11.2017
e-Tender no. KoPT/Kolkata Dock System/MM/13/17-18/ET/348

TENDER FOR PROCURMENT OF OPEN LINK CHAIN & STUD LINK CHAIN FOR KOLKATA DOCK SYSTEM

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 on a one delivery contract basis (unless otherwise stated) at the rate quoted in Price schedule & subject to the conditions of Tender.

[Please strike out the alternative which is not applicable in your case out of the following three 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.
4. I/We hereby confirm, that we have fully read and understood the entire Tender Document, GCC, Special Conditions and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Special Conditions and Addenda to ***which I/WE unconditional agree and submit my/our bid online using my/our Digital Signature.***

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

TENDER No. Advt/16/16-17/61/R Dated: 12.10.2017 Opening on 09.11.2017

e-Tender no. KoPT/Kolkata Dock System/MM/13/17-18/ET/348

GENERAL PARTICULARS OF THE TENDERER

(To be filled up and uploaded online)

- I. Name of the Bidder :
- II. Official Address for communication :
- III. a) Telephone :
Cell Phone :
b) Fax :
c) E-mail address :
- IV. Valid Trade License
(Please attach photocopy) :
- V. PAN (Attach photocopy) :
- VI. GST 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 division, 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 within last 2 years.

Date:

(Signature & the Seal of the Bidder)

Form 3

**TENDER No. Advt/16/16-17/61/I/R Dated: 12.10.2017 Opening on 09.11.2017
e-Tender no. KoPT/Kolkata Dock System/MM/13/17-18/ET/348
(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 cancelled cheque is to be enclosed.

Form-4
Application for deposited of earnest money
TENDER No. Advt/16/16-17/61/I/R Dated 12.10.2017 Opening on 09.11.2017
e-Tender no. KoPT/Kolkata Dock System/MM/13/17-18/ET/348
(To be filled up and uploaded online)

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

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

Dear Sir,

Sub: Deposit of Earnest Money

Kindly accept a sum of **Rs.66635.00 (Rupees Sixty Six Thousand Six Hundred Thirty Five 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/13/17-18/ET/348** of Materials Management Division due to be opened on **09.11.2017 at 15.00 hrs.**

Date:

Yours faithfully

Signature:

Seal

Annexure - F

Price Schedule

TENDER No. Advt/16/16-17/61/I/R Dated: 12.10.2017 Opening on 09.11.2017

e-Tender no. KoPT/Kolkata Dock System/MM/13/17-18/ET/348

Sl. No.	Item code no.	Unit	Quantity	Description of items	Rate in Figure	Rate in Words
1	8003094	14	11 Nos.	40 mm dia. Open Link Chain, Grade – U2 of length 27.5 mtrs. (Full Length) with enlarged link at both end. Test Certificate from any Classification Society to be provided. Manufacturer Test Certificate & Guarantee Certificate to be provided. Material to be supplied at 14 KPD		
2	8003048	14	23 Nos.	40 mm dia Open Link Chain, Grade – U2 of length 13.75 mtrs. (Half Length) with enlarged link at both end. Test Certificate from any Classification Society to be provided. Manufacturer Test Certificate & Guarantee Certificate to be provided. Material to be supplied at 14 KPD.		
3	8003490	14	9 Nos.	42 mm dia. Stud Link Chain of 27.5 mtrs. each length. U3 chain of high Tensile Strength flash butt welded. Each length to be provided with enlarged end link and lugged joining shackle having two reverse tapered split pins at both end. Test certificate from any Classification Society to be provided. Manufacturer Test Certificate & Guarantee Certificate to be provided. Material to be supplied at 14 KPD		

SALES TAX / VAT DECLARATION	Current Rate of S.T/VAT chargeable is	Date by which delivery will be completed
Sales Tax / Vat Regn. No	GST..... % Extra/Inclusive	
In the State of	CGST..... % Extra/Inclusive	As per NIT
Valid with effect from	SGST % Extra/Inclusive	

**PRICE NOT TO BE QUOTED HERE
PRICE TO BE SUBMITTED ONLINE ONLY**