



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

**PRICE OF THE TENDER
BOOKLET: Rs 500+GST@18%
i.e. Rs. 590 (Rupees Five Hundred
Ninety only)**

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

TENDER FOR PROCURMENT OF SAFETY HELMET FOR KDS KoPT
NOTICE INVITING TENDER No.: ADVT/38/17-18/11/III/R Dated: 22/10/2018

TENDER NOTICE

1. Materials Management Division of Kolkata Port Trust invites sealed offers for supply of Safety Helmet 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 **SINGLE PART** tender. For this the offers shall have to be submitted **under Single Cover consisting of both "Techno-commercial Bid" and "Price Bid"**.
3. **SCOPE OF WORK.** Supply of material as per the details specified here in the tender documents at **Annexure – A.**
4. **Bid Start Date:**
Bid will start from **25.10.2018** and the same will be closed on **15.11.2018** at **14.00 hrs.** The tender will be opened on **15.11.2018** at **15.00 hrs.**
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/ CPP Portal i.e. eprocure.gov.in in their own interest.
It is also to be noted that any such amendment will be a part of the instant tender document and will be binding on the bidder and it will be presumed that the bidder has satisfied himself about such amendments hoisted in koPT. Website/CPP Portal.

5. **ELIGIBLE TENDERERS-**

- Tenders are invited from only Manufacturers or their authorized agents/dealers/Distributors/Stockiest.
- i) Tenderer having experience in successfully executing supply of similar/same items to Govt., PSU or Public / Private Organization during last 2 years ending 30th September 2018 for which documentary evidence must be substantiated by uploading any one or more of the following set of documents:
 - a. Purchase Order alongwith respective GRN/Receipted Challan.
 - b. Purchase Order alongwith respective **Supply Challan duly accepted inspected and passed.**
 - c. Purchase Order alongwith respective Certificate of Execution by the purchaser in their letter head with signature and seal of the issuer.
 - ii) For authorized agents/dealers/Distributors/Stockiest intending to quote, they must submit Current Valid Authorization certificate issued by the Principle.
 - iii) Tenderers must have valid Permanent I.T. A/c No, GST Registration Certificate , Trade License and Factory Licence(In case of bidder as manufacturer) (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, 2018. 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 of Tender for Tender Documents:**

Rs.500 + GST@18% i.e. **Rs.590 (Rupees Five Hundred Ninety only) (inclusive GST)** by Bank draft drawn on any nationalized/scheduled Bank payable at Kolkata in favour of "**Kolkata Port Trust**" as price of the Tender Documents.

Tenderers have to download the Tender Documents from the KoPT website www.kolkataporttrust.gov.in or from CPP Portal at eprocure.gov.in and in that case they will have to submit the draft of **Rs. 590/-** as 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 15.11.2018**. The Techno-commercial bids as well as the Price Bids will be opened on **15.11.2018 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.

In case of tenders, where sample selection is applicable the Bids of only those firms whose sample will be approved/accepted will be opened on **15.11.2018 at 15.00 hrs**.

8. **Critical Dates & Time**

Publish Date	25.10.2018 11.00 Hrs.	Bid Opening Date	15.11.2018 15.00 Hrs.
Document Download Start Date	25.10.2018 11.00 Hrs.	Document Download End Date	15.11.2018 14.00 Hrs.
Bid Submission Start Date	25.10.2018 11.00 Hrs.	Bid submission End Date	15.11.2018 14.00 Hrs.
Sample submission Start Date	25.10.2018 11.00 Hrs.	Sample submission End Date	15.11.2018 14.00 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.

9. **Earnest & Security Deposit**

The tender is subject to Bid Security (**Earnest Money**) of **Rs. 1538/-(Rupees One Thousand Five Hundred Thirty Eight only)** for details; please see the relevant clauses at **Annexure – A**.

Under no circumstances, earnest money deposit or the tender cost would not 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.

11. **Exemption From Tender cost & EMD:**

- Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.**
- The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme) are eligible for availing benefits under Public Procurement Policy.**
- Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate/ Udyog Adhar certificate has to be submitted along with the bid.**
- The firms registered with DGSD or MM division are also not required to pay the EMD & cost of tender. Supporting documents in support of registration should be uploaded.**

Sd/-

S. Mukhopadhyay
Chief Mechanical Engineer

Annexure-A

Chapter-1

Instructions to Bidders

TENDER No.: **ADVT/38/17-18/11/III/R Dated: 22/10/2018 Opening on 15.11.2018**

1. **TENDER DOCUMENTS**

The tender documents shall include inter alia.

Special condition

1. 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.
2. 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. Contract form. Chapter-4
- e. Other forms: -
 - Declaration of the Bidder -Form 1
 - General Particulars of the Tenderer- Form 2
 - Application for deposit of earnest money - Form 3
 - Contract acts with suppliers/service providers- Form 4
 - Format for payment through ECS/RTGS- Form 5

III. Price Schedule

2. **PREPARATION OF TENDERS**

This is a single 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. **1538/-(Rupees One Thousand Five Hundred Thirty Eight only)** in the form of Bankers Cheque or Pay Order or Demand Draft from any of the Nationalized /Schedule 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.

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. 500 + GST @ 18 % i.e. **Rs.590 (Rupees Five Hundred Ninety only) (inclusive GST)** as the cost towards purchase of Tender document (applicable for downloaded NIT) or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port trust, as the case may be.

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 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, 2018. 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. Certified photocopy of GST Registration Certificate, Trade Licence and Factory registration Certificate (In case of bidder is manufacturer) (as may be applicable) issued by a competent authority & PAN card.
- d. For authorized agents/dealers/Distributors/Stockiest intending to quote, they must submit Current Valid Authorization certificate issued by the Principle.
- e. Copy of all the Certificates on the basis of which exemption if any is applied for.
- f. Contract form and other forms as at Annexure A, 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 Price Bid should be FREE FROM ANY EXTRANEIOUS CONDITION.
- 3.3 **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).
- 3.4 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. GST CLAUSE-

Contract acts with suppliers/service providers.

Tax Clause-

For Tax inclusive contracts

- i) 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

- ii) 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

- i) 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.
- ii) Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards livable 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

- i) Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- ii) 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.

- iii) 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.
- iv) 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.
- v) 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.

5. **EVALUATION CRITERIA: -**

- i. Evaluation will be made on the lowest (L1) landed price quoted against the individual tendered item among the technocommercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
 - ii. In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.
- 6. **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.
 - 7. Samples are to be marked and labled so as to correspond with the items in the tender and to be sent to the office of the Materials Manager within 15.11.2018 at 14.00 in the receipt section of MM Division.
 - 8. 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.
 - 9. 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.
 - 10. **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.
 - 11. **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.

12. **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.
13. **AMENDMENT OF TENDER DOCUMENTS:**
- a) At any time prior to the deadline for submission of tenders, the Materials Manager for any reason whether at his own initiative or in response to a clarification required by a prospective tenderer may modify the Tender Documents.
 - b) For any and all amendments, if any, of the instant tender, such amendments will be hoisted in KoPT Website/CPP Portal 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 in their own interest.
 - c) 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 website. The amendment, if any as corrigendum will be binding on the prospective Tenderers.
 - d) In order to allow prospective tenderers reasonable time for taking the amendment, if any into account & preparing the tenders, the Materials Manager may at his discretion, extend the deadline for the submission as well as opening of the tenders.
14. **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 **15.11.2018**.
15. **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.
16. **SPECIAL INSTRUCTION:** Rates are to be quoted only against respective item as shown in PRICE BID.
17. **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.
18. **OPENING OF TENDERS**
- i) The tender will be opened in the presence of the tenderers' representatives (who might be present) on **15.11.2018** 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 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.
19. **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 except in case of exemption of the same.
 - 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.**

20. **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.
21. **RIGHT TO ACCEPT ANY TENDER TO REJECT ANY OR ALL OFFERS:**
22. 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.
23. **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.
24. **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. Mukhopadhyay
Chief Mechanical Engineer

CHAPTER -2

CONDITIONS OF TENDER

ADVT/38/17-18/11/III/R Dated: 22/10/2018 Opening on 15.11.2018

1. BID SECURITY:

- 1.1 The tender is subject to Bid Security (i.e. Earnest Money) of Rs. **1538/-(Rupees One Thousand Five Hundred Thirty Eight only)** to be submitted in the form of Banker's Cheque or Pay Order or Demand Draft drawn on Nationalised /Schedule Banks having branch at Kolkata in favour of" **Kolkata Port Trust**" and the same is to be submitted along with the offer.
- 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 that may be lying with KoPT shall not be considered.

2. 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 intimated to 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.**
3. Quotations (which must be in ink) as entered in price schedule must include all charges, such as, GST if applicable, packing, cartage, delivery charges etc and to be drawn separately along with the basic price.
- #### **4. EXEMPTION**
- i) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
 - ii) The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme) are eligible for availing benefits under Public Procurement Policy.
 - iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate/ Udyog Adhar certificate has to be submitted along with the bid.
 - iv) The firms registered with DGSD or MM division are also not required to pay the EMD & cost of tender. Supporting documents in support of registration should be uploaded.

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 / GST ruling, on the opening date of tender and that if any increase in either tariff value or rates of Customs/GST shall be in force on the due date for delivery and shall effect any increase or decrease in the total amount of Customs/GST 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. KoPT reserves the right to take up to 10% beyond the tendered quantity at the L1 quoted rate.
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. Unaccepted samples should be collected back from this office within 5 weeks from the actual due date of tender, failing which it will be deemed that they have been abandoned and will be disposed of. The representative who is deputed to collect samples must bring with him a letter of authority.
12. 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.
13. 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.
14. 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.
15. 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.**
16. Name of the firm quoting against any particular tender should also be printed or rubber-stamped on the envelope.
17. All parties quoting should state clearly in the price-bid in bold letters the % GST that will be charged against any item as guidance at the time of placing order.
18. **L.D. CLAUSE-**
 1. If the supplier fails to complete the supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the basic value of the delayed portion of supply, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 10% of the basic value of contract. GST on L.D. amount at the prevailing rate (presently @18%) will be levied.
 2. Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract.

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. **INSPECTION AND TESTING:** Inspection of materials shall be done by Trustees' authorized officer of MM Division after delivery of material at the Central Store. The materials to be supplied by the supplier should strictly conform to the laid down specification of tender / order. If and when necessary, samples from the supplies may be drawn and the same will be tested by Trustees' authorized person either at the trustees own arrangement or by Government Test House and if found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost and arrangement.
22. **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.
23. **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 GRN with other documents as required for processing the bill for payment through ECS.
24. 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.
25. **BID CURRENCY:** Price shall be quoted in I.N.R. Only.
26. **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.
27. **DELIVERY TIME:** Supply is to be made to MM Division of KoPT and it should be completed within 45 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.
28. **DELIVERY PLACE:** MM Division of KoPT 6, Garden Reach Road.
28. **FORMAT AND SIGNING OF TENDER:** The original tender format and accompanying documents must be written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to sign on behalf of the tenderer. All pages of the offer except for un-amended printed literature shall be initiated by the person or persons signing the offer. The name and position held by each person signing must be typed or printed of sealed below the signature.
29. 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.
30. **LICENCES AND PERMITS:** The contractor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him.
31. Willing tenderers may like to send their authorized representative to attend opening of the above tender.
32. If conditions above are not strictly complied with, the tender may not be considered.

Sd/-
S. Mukhopadhyay
Chief Mechanical Engineer

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

ADVT/38/17-18/11/III/R Dated: 22/10/2018 Opening on 15.11.2018

Sl. No.	Item CodeNo.	Unit	Description	Quantity in Nos.	Make /Brand	HSN Code	GST in %
1	1111157	14	INDUSTRIAL SAFETY HELMET (YELLOW, RED & WHITE COLOUR) CONFORMING TO IS-2925 1984 (WITH LATEST AMENDMENT).HAVING 6 POINT POLYMOULED ADJUSTABLE TAPE STRAP TYPE HEAD BAND AND ALSO WITH ADJUSTABLE CHIN STRAP. THE HEAD BAND SHOULD BE EASILY REPLACEABLE. THE HELMET SHOULD BE I.S.I MARKED .FOR USE OF STAFF WORKING INSIDE DOCK AREA.(THE QUANTITY OF YELLOW ,RED , WHITE COLOUR HELMETS WILL BE MENTIONED AT THE TIME OF PLACEMENT OF PURCHASE ORDER)	1017			CGST- SGST- IGST-

It is certified that our offer is strictly as per specification and technical details as mentioned above.
Samples for items are to be submitted before 15.11.2018 at Sample Section of Materials Management Division.
Brand/Makers name to be submitted.
Copy of valid BIS License of the manufacturer of Safety Helmet must be submitted along with the offer.

Date--

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

CHAPTER-4
Contract Form
TENDER FOR THE SUPPLY OF SAFETY HELMETS FOR KDS KōPT
ADVT/38/17-18/11/III/R Dated: 22/10/2018 Opening on 15.11.2018
(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. **1538/-(Rupees One Thousand Five Hundred Thirty Eight only)** has been deposited as earnest money with the Financial Adviser and Chief Accounts Officer Kolkata Port Trust, vide his receipt No.....of2018 .
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 Garden Reach.
10. Unless otherwise specified in the order I / We undertake to deliver supplies not later than 15 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.
22. I/we further confirm that I/we have carefully gone through the whole of the tender documents and understood the same.
23. It is also confirmed that no part of the tender document has been changed/modified by me/us.
24. Further, I/we confirm that statement of facts/figures information incorporated in my/our Offer is correct.

Dated:

Yours faithfully,

Signature

Address.....

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

Form-1
Declaration of the bidder

Code No: 1223740
S – 10 (a)

TENDER No: ADVT/38/17-18/11/III/R Dated: 22/10/2018 Opening on 15.11.2018

TENDER FOR THE SUPPLY OF SAFETY HELMETS FOR KDS KōPT

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.

[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 confirm, that we have fully read and understood the entire Tender Document, GCC, Special Conditions and Addendum, if any, downloaded from under the instant tender and no other source, and will comply to the said document, GCC, Special Conditions and Addenda to which I/WE unconditionally agree and submit my/our bid.

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/38/17-18/11/III/R Dated: 22/10/2018 Opening on 15.11.2018

TENDER FOR THE SUPPLY OF SAFETY HELMETS FOR KDS KoPT

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

(Signature & the Seal of the Bidder)

Date:

Form-3

TENDER No: ADVT/38/17-18/11/III/R Dated: 22/10/2018 Opening on 15.11.2018
TENDER FOR THE SUPPLY OF SAFETY HELMETS FOR KDS KōPT

APPLICATION FOR DEPOSIT OF EARNEST MONEY

(To be filled in with permanent ink by firms)

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

Dear Sir,

Sub: Deposit of Earnest Money

Kindly accept a sum of Rs. **1538/-(Rupees One Thousand Five Hundred Thirty Eight 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 **ADVT/38/17-18/11/III/R Dated: 22/10/2018** of Materials Management division due to be opened on **15.11.2018** at 15.00 hrs.

Date:

Yours faithfully,

Signature:
Seal

Form-4

TENDER No: ADVT/38/17-18/11/III/R Dated: 22/10/2018 Opening on 15.11.2018

TENDER FOR THE SUPPLY OF THE SUPPLY OF SAFETY HELMETS FOR KDS KoPT

Contract acts with suppliers/service providers.

Tax Clause

For Tax inclusive contracts

- i) 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

- ii) 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

- i) 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.
- ii) Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards livable 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

- i) Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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.

(Signature with Official Seal)

Form-5

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. GST NUMBER :

(Signature with Official Seal)

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

Chapter – 5
Price Scheduled
Price to be quoted here

TENDER No: ADVT/38/17-18/11/III/R Dated: 22/10/2018 Opening on 15.11.2018
TENDER FOR THE SUPPLY OF THE SUPPLY OF SAFETY HELMETS FOR KDS KoPT

SI No	Item Code No.	Unit	Description	Quantity in Nos.	Unit Rate in Rs. (In figures)	Unit Rate in Rs. (In words)	GST in % (Extra)
1	1111157	14	INDUSTRIAL SAFETY HELMET (YELLOW, RED & WHITE COLOUR) CONFORMING TO IS-2925 1984 (WITH LATEST AMENDMENT).HAVING 6 POINT POLYMOULED ADJUSTABLE TAPE STRAP TYPE HEAD BAND AND ALSO WITH ADJUSTABLE CHIN STRAP. THE HEAD BAND SHOULD BE EASILY REPLACEABLE. THE HELMET SHOULD BE I.S.I MARKED .FOR USE OF STAFF WORKING INSIDE DOCK AREA.(THE QUANTITY OF YELLOW ,RED , WHITE COLOUR HELMETS WILL BE MENTIONED AT THE TIME OF PLACEMENT OF PURCHASE ORDER)	1017			CGST – SGST - IGST -

Samples for item/items if any are to be submitted before 15.10.2018 at Sample Section of Materials Management Division.

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

Copy of valid BIS License of the manufacturer of Safety Helmet must be submitted along with the offer.

Date--

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