

TENDER DOCUMENT
KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
e-TENDER FOR PROCURMENT OF DIFFERENT TYPES OF BIS MARKED POLYPROPYLENE ROPES FOR
KOLKATA DOCK SYSTEM
NOTICE INVITING TENDER No. STR/Advt./83/13-14/74/II/R4 Dated: 24.09.2015
TENDER NOTICE:

Materials Management Division under Mechanical & Electrical Engineering Department of Kolkata Port Trust invites e-Tender under Materials Management Department of Kolkata Port Trust invites sealed offers for supply of **DIFFERENT TYPES OF BIS MARKED POLYPROPYLENE ROPES** for Kolkata Dock System as per the technical specifications contained herein the tender documents from the Manufacturers or their authorized agents/dealers.

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.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com/eprochome/kopt and KOPT website www.kolkataporttrust.gov.in / CPP Portal i.e. eprocure.gov.in Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

SCHEDULE OF TENDER (SOT)

a TENDER NO.	<u>Advt./83/13-14/75/II/R4 Dated: 24.09.2015</u>
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System
c. E-Tender No.	KoPT/Kolkata Dock System/MM/14/15-16/ET/92
d. Date of NIT available to parties to download	06.10.15 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	"Earnest Money Deposit" of Rs.15,755.00 (Rupees Fifteen Thousand Seven Hundred Fifty 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.

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.</p>
iii) Transaction Fee	<p>Rs. 1140/- (Including Service Tax & other charges @14% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A)</p>
<p>h. Last date of submission of EMD & Bid Document fee at KDS</p> <p>Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.</p>	<p>30.10.15.up to 14.00 hrs.</p> <p><i>Three working days before the last date of closing of online bidding for the e-tender.</i></p>
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt	06.10.15 at 11hrs.
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	30.10.15 at 14 hrs.
<p>k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)</p> <p>Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately</p>	30.10.15 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 up loaded	:- Annexure - E
Price Bid	:- Annexure - F

Important instructions for E-procurement

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

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

1. Process of e-tender :
A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → Psu/Govt depts → Register as Vendor under KOPT-- Filling up details and creating own user id and password → Submit.
2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact KOPT/MSTC, (before the scheduled time of the e- tender).
Contact person (KOPT):

1. Indrajit Ghosh Materials Manager Mobile No. 09674720053 ighosh@kopt.in	2. Namgyal Bhutia Senior Deputy Materials Manager Mobile No. 09051888657 nbhutia@kopt.in	3. Smt. Sulata Barua Deputy Materials Manager Mobile No. 09836156154 sulata.b@kopt.in
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Contact person (MSTC Ltd):

1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in
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	<p style="text-align: center;">Landline:03322901004</p> <p>3.Ms Sumona Maity Management Trainee(E-Commerce) Mobile-0983155225 Email-smaity@mstcindia.co.in</p> <p>B) System Requirement:</p> <p>i) Windows 98 /XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by KOPT. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY NEFT in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by NEFT to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch</p> <p>AC Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting</p>

	<p>Bank in the given fields and then click on the “Confirm” Button”.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the A/C of the bidder only; transaction fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to submit the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to submit the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and KOPT will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through separate DD well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of vendor guide.</p> <p>.</p>
6.	<p>All notices. /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KOPT. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
8.	<p>Bidding in e-tender & Reverse auction:</p> <p>a. Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KOPT.</p> <p>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p>

- c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login under KOPT→My menu→ Auction Floor Manager→ live event →Selection of the live event
- d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same .After that clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his Techno-commercial bid.
- e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
- f. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.
- j. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l. No deviation of the terms and conditions of the tender document is acceptable. Submission of

	<p>bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
9.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation to the technical and commercial terms & conditions are allowed.
11.	KOPT has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd.
13.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
14.	The bid will be evaluated based on the filled-in technical & commercial formats.
15.	Withdrawal of tender/offer in the interval between the closing date for submission of tender and the expiry of the period of its validity specified in the tender will result in forfeiture of Earnest Money.
16.	Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

Commercial Terms & Condition

Tender No. STR/Advt/83/13-14/75/II/R4 Dated: 24.09.2015 to be opening on 30.10.2015

1. Eligibility Criteria of the Bidders

Manufacturers or their authorized agents/dealers, such firms are required to submit copies of valid documents in support of: -

- i) **Having experience in successfully executing supply of similar item during last 2 years ending 31st March, 2014. 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 Valid Authorisation Certificate issued by the Principal.** (Certificates to be uploaded).
- iii) **Copies of PAN Card containing Permanent I.T. A/c No, Valid Sales Tax Clearance Certificate/VAT Registration Certificate & Trade Licence/Factory Registration Certificate issued by a Municipal authority/Competent authority.** (Certificates to be uploaded).
- iv) **Copies of last three years Balance Sheet and Profit & Loss A/c (audited where applicable) ending 31st March 2014.** (Certificates to be uploaded).

2. PRICE BID.

- a) 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.
- b) 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.
- c) Price Bid must be FREE FROM ANY EXTRANEIOUS CONDITION.
- d) **Price must be quoted in PRICE BID only. Tender shall be liable to rejection if Tenderer quote prices/rates in (Techno- Commercial Part).**
- e) 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.

3. EVALUATION CRITERIA IN CONNECTION WITH CENVAT CREDIT:-

- i. In case of supply by manufacturer or 1st Stage and 2nd Stage Dealers having Excise Registration **who would be able to give CENVAT CREDIT admissible documents, the evaluation of the offer shall be made on the basis of landed price less Excise Duty (along with applicable Cess).**
- ii. **They have to enclose copy of the Registration certificate with Central Excise Authority along with techno commercial offer.**
- iii. They have to submit invoice strictly in terms of Rule-11 of the Central Excise Rules.
- iv. They would undertake to submit documents evidencing payment of duty as may be required by the Engineer of Contract.
- v. They would undertake that in case CENVAT Credit is denied due to defect in the document (invoice) then they would pay the Excise Duty element with interest to Ko.P.T on demand failing which the same may be recovered from any dues/ balances with Ko.P.T.
- vi. On placement of order, if any, they would have to indicate the name and designations of the persons who would be signing the invoices with specimen signature of the concerned officials.
- vii. If the bidder fails to submit relevant Cenvat documents as required by Ko.P.T at the time of submission of their bills, payment will be made after deducting ED with appropriate Cess.
- viii. For manufacturers or 1st Stage and 2nd Stage Dealers having no Excise Registration, the evaluation shall be made on the total quoted price.

4. 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.

5. Samples, if required are to be marked and labeled so as to correspond with the items in the tender and to be sent to the Office of the Materials Manager so as to reach simultaneously with the tender.
6. 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.
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. Unless otherwise mentioned all offers will be considered for **immediate delivery ex-stock**, time being the essence of the contract in this respect.

9. **REJECTION OF TENDER DOCUMENTS** Tenderer is expected to examine the Tender documents including all instruction forms, terms, and specifications in Tender documents. Failure to furnish the information required as per the Tender Documents or submission of tender not substantially responsive to the tender Documents in every respect may result in the rejection of the tender.

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

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

12. AMENDMENT OF TENDER DOCUMENTS

- a) At any time prior to the dead line 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 shall be part of the Tender Documents pursuant to and will be notified by publication in the Ko.P.T website & 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.
- d) 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.

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. Kolkata Port Trust will evaluate the technical bids and only those offers complying with the tender terms, conditions and specifications, will be short-listed & processed.
- iv. The Earnest Money Deposit without any interest and the unopened price bid of other than those qualified & short-listed will be retained by the Kolkata Port Trust and will be returned after the finalization of the tender.

14. NON-RESPONSIVE BIDDER: An offer shall be considered non-responsive: -

- a) If received after the date and time specified in the tender.
- b) If Bid Security, where applicable, has not been submitted by the firm/s.
- c) 120 days validity from the actual date of opening of Tender not agreed upon.
- d) Not in accordance with/deviation from the tender documents.

- e) In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.

Offers non-conforming to the instructions as stated above shall be treated as non-responsive and hence such offer/offers of the tender may be discharged.

15. **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.
16. **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. Government instructions on reservation of items and price preference to PSUs where applicable would be followed.
18. **NOTIFICATION OF AWARD:** The Materials Manager shall notify the successful tenderer in writing that their offer has been accepted.
19. **INDEMNITY:** The contractor shall indemnify the KoPT during the various stages of execution of the contract, regarding damages, losses of or injury to, death of-
- i. Third parties
 - ii. Contractor's facilities and equipment
 - iii. Contractor's personnel
 - iv. KoPT's facilities and equipment, including the goods supplied under the contract
 - v. KoPT's personnel
- KoPT shall not be liable for any claims for damage to property, injury or death of personnel of the contractor including his casual workmen etc.

Sd/-
Material Manager

20. BID SECURITY:

- a) The tender is subject to Bid Security (i.e. Earnest Money) of **Rs.15755/- (Rupees Fifteen Thousand Seven Hundred Fifty Five Only)** to be submitted either to the Treasurer, Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 in the form of Account Payee Demand Draft in favour of Kolkata Port Trust from any of the Nationalized/Commercial Banks having Branch in Kolkata and the copy of Treasury receipt is to be attached with the offer. The Bid Security may also be submitted along with the offer in the form stated above drawn in favour of Kolkata Port Trust.
- b) The Bid Security must remain valid for a period of forty-five days beyond the final bid validity period.
- c) 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.
- d) Bid security will be refunded to the successful bidder on receipt of Performance Security.
- e) 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.
- f) **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.**
- g) **Exemption:** The firms registered with DGS & D, NSIC Ltd or MM Division for the items tendered for are exempted from submission of Bid Security.

21. PERFORMANCE SECURITY: (Security Deposit)

- 21.1. 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 Account payee Demand Draft, 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 to ensure due performance of the contract.
- 21.2. 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.
- 21.3. The proceeds of the security deposit shall be payable to the Kolkata Port Trust against successful execution of the contract.
- 21.4. Kolkata Port Trust will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).
- 21.5. In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order may be cancelled.
- 21.6 **Exemption: No Exemption from submission of Performance Security is allowed.**

- 22. When the price is ruled by weight or measurements, net weight and net measurement should be quoted.
- 23. 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/Excise Duty ruling, on the opening date of tender and that if any increase in either tariff value or rates of Customs/Excise Duty shall be in force on the due date for delivery and shall effect any increase or decrease in the total amount of Customs/Excise Duty payable on any goods to be supplied hereunder on the said date for delivery, then the price of the said goods shall be increased or decreased by the increased or decreased amount of Duty so payable.
- 24. The Materials Manager does not bind himself to accept lowest of any tender or assign any reason for non-acceptance. He also reserves to himself the right to accept any tender in part or in whole. The Materials Manager also reserves the right to take up to **110%** of the quantities accepted by the Trustees.
- 25. The Materials Manager reserves the right of extending the last date of submission of offers based on the response to have a fair and wide competition.
- 26. 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.
- 27. If delivery of material is not made within the time undertaken, the order may be cancelled without notice.

28. 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 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 supplier/s.
29. Unless otherwise mentioned all offers will be considered for **immediate delivery ex-stock**, time being the essence of the contract in this respect.
30. 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.
31. **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.**
32. All parties quoting should state clearly in bold letters the % of taxes and duties, viz. S.T, VAT, E.D etc. that will be charged against any item as guidance at the time of placing order.

33. **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.
34. Rate of S.T/VAT in full may be stated as KoPT does not furnish '**C**' or '**D**' form.
35. **Conditional discount:** Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.
36. **JURISDICTION:** The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
37. **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.
38. **PAYMENTS TERMS:** Payment will be made within 30 days in general from the date of supply (both days being inclusive) on submission of clear bill along with Bank A/C particulars supported with GRN as well as other documents as required for processing the bill for payment through ECS.
39. **BID CURRENCY:** Price shall be quoted in I.N.R. Only.

40. **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 or for such period as per market trend and is to be replaced free of cost in the event of development of such defect within such period.

41. **Delivery Time:** To be completed preferably within **30 days** from the date of placement of work order.

42. **Evaluation of Bids:** For the purpose of evaluation of price offer, 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 considered. The offer would be evaluated item wise on landed cost basis.
43. **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.
44. Willing tenderers may like to send their authorised representative to attend opening of the above tender.
45. The original tender form must be returned duly signed and stamped.
46. Unaccepted sample should be collected from this office within 5 weeks from the due date of tender, failing which it will be deemed that they have been abandoned and will be disposed off the representative who is deputed to collect samples must bring with him an appropriate Letter of Authority.

47. The single qualified bidder against the first invitation of tender, if participates in the second or subsequent invitation, will have the option to have the EMD already furnished to count for the second or subsequent invitation, provided the validity of the Banker's Cheque/Demand Draft/Pay Order/Bank Guarantee is suitably extended by the party, where applicable. However, in case of upward revision of the estimated cost in the second or subsequent invitations of bids, the party will be required to submit the difference of EMD.
48. 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.
49. 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.
50. If conditions above are not strictly complied with, the tender may not be considered.
51. The tender will not be extended under any situation.

Sd/-
Material Manager

Schedule of Requirements

Tender No. STR/Advt/83/13-14/75/II/R4 Dated: 24.09.2015 to be opening on 30.10.2015

Sl. No.	Item code no.	Unit	QTY. in mtrs.	Description of items
3	1741640	08	440	Polypropylene Rope 40 mm dia x 220 mtrs. length 3 strand. T.C. & G.C. required for each 220 mtrs. coil. The material should have BIS marked. (IS 5175/1992 or latest)
5	1750542	08	660	Polypropylene Rope 64 mm dia, 8 strand plaited construction R.H.O. Lay, Breaking stress 48980 kgs or more or latest. T.C. & G.C. required for each 220 mtrs. coil. The material should have BIS marked. (IS 5175/1992 or latest).
7	1741650	08	2420	Polypropylene Rope 48 mm dia 8 strand length 220 mtrs. Each 220 mtrs. coil. (PPARP) T.C. & G.C. required for each coil. The material should have BIS marked. (IS 5175/1992 or latest).

Code No.1224150

S - 82

New-1056

Annexure - D

Contract Form

TENDER No. **Advt/83/13-14/75/II/R4 Dated: 24.09.2015 Opening on 30.10.2015**
(To be filled up and uploaded online)

MATERIALS MANAGER
KOLKATA PORT TRUST

Sir,

1. I/We the undersigned hereby tender to supply the Trustees with such of the several articles or items enumerated in the accompanying list as you may select at the price stated therein and on terms as specified in the prescribed agreement.
2. A sum of **Rs.15755/- (Rupees Fifteen Thousand Seven Hundred Fifty Five Only)** has been deposited as earnest money with the Financial Adviser and Chief Accounts Officer Kolkata Port Trust, vide his receipt No.....of2015.
3. If my/our tender or any portion of it is accepted I/We agree within 10 days of receiving notice of acceptance to execute an agreement, in the prescribed form, and to deposit with the Trustees' Financial Adviser and Chief Accounts Officer, 5% of the value of the accepted Tender, this deposit to be at my/our option either in Cash or in Government of Kolkata Port Trust Securities or in National Savings Certificates to an equivalent market value. I/We understand that no interest will be payable on such deposit.
4. I/We agree that if I/We withdraw my/our tender before the receipt of advice of the Trustees decision or if after my/our tender has been accepted in Whole or in part. I/We fail to execute the Prescribed Agreement within ten days after such acceptance the earnest money deposited by me/us may be forfeited, and in the later case the Tender may be cancelled.
5. Notwithstanding anything hereinbefore contained and without prejudice any of the rights of the Trustees' and without in any way effecting any of my/our liabilities. I/We hereby agree and confirm that I/We have pursued and understood the terms and conditions and import of all the causes in the prescribed agreement, a copy whereof has been duly initialed by me/us for identification and submitted with the tender and I/We agree that the terms and conditions contained in the said prescribed agreement shall be deemed to form part of the terms and conditions of the tenders and I/We shall be bound by same.
6. I/We agree not to sub let or assign the Contract for supplies or any part thereof at any benefit there under.
7. I/We bind myself/ourselves to supply, if required to do so up to 110% of the quantities accepted by the Trustees.
8. I/We agree to bear the cost of stamping the agreement.
9. I/We agree that delivery of articles will not be completed until such articles are inspected and passed at destination by an officer of the Trustees whose decision shall be final until such inspection and passing the articles shall remain and or will continue to remain at my/our sole risk. The rates quoted include delivery at Garden Reach.
10. Unless otherwise specified in the order I/We undertake to deliver supplies not later than 24 hours from the receipt of the order if received by noon on a week day or the case of an order received later than noon, 48 hours after such receipt failing which a purchase may be made against me / us in the open market on my/our account and risk and additional cost incurred thereby may be received from 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. The articles supplied will be in strict accordance with the specification and or description in the Schedule.
13. 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.
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 here in before 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. Samples were called for have been marked and labeled so as to correspond with items in the tender.
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

Dated20

Address.....

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

List of Documents to be uploaded

- a) VAT 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 31.03.2014.
- d) Credential of having experience in successfully executing supply of similar item (similar to items tendered out) during last 2 years ending 31.03.2014, i.e. Order copy, Supply challans duly materials approved by purchaser, Goods receipt note, Tax Invoice etc.
- e) Valid Authorization letter from the principal, authorized dealer/ Agents.
- f) Trade License/Factory License in case of Manufacturer.
- g) BIS certificates where applicable.
- h) Copy of Treasure Receipt/ D.D towards deposit of EMD & Tender cost
- i) Bank details of the bidder to be filled up given format at form 3

Code No: 1223740
S – 10 (a)

Expressed Undertaking by the Bidder
Form 1

TENDER No. Advt./83/13-14/75/II/R4 Dated: 24.09.2015
TENDER FOR PROCURMENT OF DIFFERENT TYPES OF BIS MARKED POLYPROPYLENE ROPES 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 bid & subject to the conditions at Annexure 'A'

Sl.No.	Unit	Approx. Quantity required	Description of Articles and specification
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MATERIALS AND TERMS AS PER ANNEXURE ENCLOSED

Ref : B.S Nos., 15270/74 dt. 10.09.13, 16074/75 dt. 06.11.13, , 15272/74 dt. 22.11.13, 15273/74 dt. 22.11.13, 15267/74 dt. 26.06.13,

Indent Nos., DMD/Saro/28 dt. 29.08.13 (M.V Sarojini DK), , DMD/16/MG/13 dt. 04.10.13 (SD Mahaganga DK), CVM-11 dt. 25.10.13 (CV Mahabahu), DMD/DVR/18/13 dt. 25.07.13 (DV Rabindra DK), 17/13 dt. 21.01.13 (Dock Master Office),

N. B.: The Rates quoted in this tender would hold good for 120 days from date of opening of Tender.

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

Stores Ref.:

Dated:

Signature of Tenderer
Seal

GENERAL PARTICULARS OF THE TENDERER
Form 2

Tender no. Advt./83/13-14/75/II/R4 Dated: 24.09.2015 Opening on 30.10.2015
(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. VAT Registration no. :
(Attach Photocopy of certificate)
- VII. Particulars of EMD deposited :
(Attach Photocopy of TR/ Certificate of
Registration if any for tendered item/s
with DGS &D / NSIC Ltd /MM division, KoPT)
- VII. Have you ever been debarred by :
any Govt. department or Govt. Undertaking
to carry out any work. If so, please furnish
details thereof
- VII. 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)

APPLICATION FOR DEPOSIT OF EARNEST MONEY
Form 3

TENDER No. Advt/83/13-14/75/II/R4 Dated: 24.09.2015 Opening on 30.10.2015

**(To be filled up and uploaded online by firms not registered with MM division
of 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.15755/- (Rupees Fifteen Thousand Seven Hundred Fifty 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 Tender No. **Advt./83/13-14/75/II/R4 Dated 24.09.2015** of Materials Management Division.

Date:

Yours faithfully

Signature
Seal

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

PRICE BID

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

Annexure - F

**ADVERTISED TENDER FOR PROCURMENT OF DIFFERENT TYPES OF BIS MARKED POLYPROPYLENE ROPES FOR
KOLKATA DOCK SYSTEM**

Price Schedule

Tender No. STR/Advt/83/13-14/75/II/R4 Dated: 24.09.2015 to be opening on 30.10.2015

Sl. No.	Item code no.	Unit	QTY. in mtrs.	Description of items	Rate in figure	Rate in words
1	1741640	08	440	Polypropylene Rope 40 mm dia x 220 mtrs. length 3 strand. T.C. & G.C. required for each 220 mtrs. coil. The material should have BIS marked. (IS 5175/1992 or latest)		
2	1750542	08	660	Polypropylene Rope 64 mm dia, 8 strand plaited construction R.H.O. Lay, Breaking stress 48980 kgs or more or latest. T.C. & G.C. required for each 220 mtrs. coil. The material should have BIS marked. (IS 5175/1992 or latest)		
3	1741650	08	2420	Polypropylene Rope 48 mm dia 8 strand length 220 mtrs. Each 220 mtrs. coil. (PPARP) T.C. & G.C. required for each coil. The material should have BIS marked. (IS 5175/1992 or latest).		

Offer No.....

Date.....

Name and signature of the tenderer