

TENDER DOCUMENT
KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
MATERIALS MANAGEMENT DIVISION
6, GARDEN REACH ROAD
KOLKATA – 700023

E- Tender for procurement of HF HSD (HIGH FLASH HIGH SPEED DIESEL) to Kolkata Port Trust (KDS) on 12

(Twelve) months contract basis from the date of placement of contract from Buj Buj Terminal
through pipeline.

NOTICE INVITING TENDER No. STR/13447/18-19 /Fuel Oil/ Buj Buj Dated: 31.07.2018

TENDER NOTICE:

1. Materials Management Division under Mechanical & Electrical Engineering Department of Kolkata Port Trust invites E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for supply of **HF HSD** to the floating crafts of Kolkata Port Trust **on 12 (twelve) months contract basis** from Buj Buj through pipe line as per the details specified herein the tender documents from established suppliers having valid credentials for supplies of HF HSD
2. For this purpose sealed offers in two parts (namely Techno Commercial Bid and Price Bid) are invited from the supplier of HF HSD to the floating crafts having bunkering facilities at Buj Buj through pipe line.

3. TENDER GUIDE LINES:

The tender enquiry is floated in two (2) Bid System and offers should be submitted as detailed below:-

- (i) PART – I:- Techno Commercial Bid should contain the following:
 - (a) Declaration by bidders (Annexure – B)
 - (b) List of Document as per Annexure – C, duly signed and stamped.

NOTE: Techno-Commercial bid should not contain any PRICE.

- (ii) PART-II :- Price Bid
 - (a.) Price Bid (Annexure - E) should contain **Price only** and the same should be free from any condition.

4. MODE OF SUBMISSION OF BID: e-Procurement System (Online Part I - Techno-Commercial Bid and

Part II - Price Bid through KOPT Website www.kolkataporttrust.gov.in. / CPP Portal i.e. www.eprocure.gov.in. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System.

- (i) The **Techno-commercial** Bids will be opened on **27.03.2019** at **15.00** hrs. in presence of such interested tenderers who may wish to remain present during the opening of offers.

- (ii) The "Price Bid" of only the bidders who's "Techno commercial Bid" found satisfactory, will be opened at a later date for which such tenderers would be intimated through letters/e-mail, in presence of such interested short listed tenderers who may wish to remain present during the opening of offers.
- (iii) The bid document shall be completed in all respect, free from ambiguity and shall be submitted together with requisite documents.

5. INSTRUCTIONS FOR FILLING UP OF BIDS :-

- (i) The bids can only be submitted in the name of the bidder in whose name the Bid Documents were issued. The Bid Document issued to the bidder is not transferable.
- (ii) Intending bidders will bear all costs or expenses incurred by them in connection with the preparation and delivery of their bids or any other expenses incurred in connection with such bidding.
- (iii) The Bid offer shall be completed in all respects, free from ambiguity and shall be submitted together with requisite information and documents duly signed and sealed by the bidder on each page and uploaded.
- (iv) The bidder should sign the DECLARATION OF THE BIDDER to denote their acceptance of the tender stipulations and return the same along with his offer.

6. OTHER INFORMATION :-

- (i) Trustees reserve the right to reject any or all bids and also to accept any tender in part or as a whole without assigning any reason thereof.
 - (ii) The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System
 - (iii) In case there is an unscheduled Holiday / Bundh / Strike on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same. In this regard, decision of the undersigned will be final.
7. In the event of any unforeseen closer of work/holiday on any of the above days the same will be opened/held on the next working day without any further notice.
8. Bid Document may be downloaded from Website www.kolkataporttrust.gov.in. / CPP Portal
i.e. www.eprocure.gov.in. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

Chief Mechanical Engineer
Kolkata Dock System

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	<u>Str/13447/18-19/Fuel Oil/Buj Buj Dated: 31.07.2018</u>
b. MODE OF TENDER	<p>e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through CPP portal <u>https://eprocure.gov.in/eprocure/app</u>)</p> <p>The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System</p>

Publish Date	05.03.2019 11.00 Hrs.	Bid Opening Date	27.03.2019 15.00 Hrs.
Document Download/Sale Start Date	05.03.2019 11.00 Hrs.	Document Download/Sale End Date	26.03.2019 14.00 Hrs.
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	05.03.2019 11.00 Hrs.	Bid submission End Date	26.03.2019 14.00 Hrs.

List of Annexure

Terms and conditions of Tender	:-	Annexure -- A
Declaration of the bidder	:-	Annexure -- B
List of Documents to be uploaded	:-	Annexure -- C
Un - priced copy of Bill of Quantities	:-	Annexure -- D
Price Bid	:-	Annexure -- E

KOLKOTA PORT TRUST, MATERIAL MANAGEMENT DIVISION (KDS)
TECHNO COMMERCIAL BID
TENDER FOR SUPPLY AND DELIVERY OF HF HSD TO Ko.P.T Vessels

TERMS AND CONDITIONS OF THE TENDER

1. PERIOD OF CONTRACT :-

The rate contract is for a period of 12 (Twelve) months and shall be valid for all requirements to be placed by KDS, KoPT within the period of twelve months from the date of placement of contract. The Trustees' reserves themselves the right to place no orders in case of no requirement during the period of contract.

2. QUANTITY :-

The quantities as mentioned in the BOQ are only indicative without any commitment and are subject to change as per our actual requirement.

3. RATE :-

The rate should be quoted ex Buj. Buj installation through pipe line.

- 3.1 Whenever there is change of price as per Govt. notification the same will be applicable to PSU Oil Companies, for which documents have to be submitted towards change of price/taxes etc.

4. Non- responsive bidder :-

An offer shall be considered non-responsive for the following reasons:

Received not through online.

- 4.1 120 days validity from the date of opening of Bid not indicated / agreed.
- 4.2 Offer not signed, sealed and uploaded in the manner indicated in the bid documents.
- 4.3 Not in accordance with tender documents and / or deviation from the terms & conditions.
- 4.4 In addition to above, a bidder may be disqualified if :-
- 4.5 The bidder provides misleading or false information in the statements and documents submitted.
- 4.6 Corrections if required to be made in tender papers to be uploaded should be made without using white ink.
- 4.7 Any correction made in the offers using white ink /fluid in any case shall be rejected.
- 4.8 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.

5. EVALUATION CRITERIA : -

Evaluation will be made on the minimum rates quoted against individual items, subject to the fulfillment of necessary Tender conditions. 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. In the event of Part Order being placed, the rate(s) quoted 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 in part or, in the whole of the B.O.Q. No plea for subsequent withdrawal or, the amendment will be entertained.

6. **MODE OF DELIVERY :-**

High Flash High Speed Diesel Oil (HF HSD) should be delivered to the vessels from Budge Budge installation through pipe line.

7. **PRICING OF BID :-**

Bidder shall set their quotations in firm figures and without qualification. Each figure stated should be repeated in words also. In the event of a discrepancy, the following shall be adopted for arriving at the final figures.

- 7.1 When there is a difference between the rate quoted in figures and in words for an item, the rate which is less shall be taken as correct and will be considered for evaluation.
- 7.2 When the rate of an item quoted by the bidder in figures and in words matches but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and the value of the amount shall be worked out accordingly by KoPT.
- 7.3 When bidder has not quoted rates in figures or in words in respect of one or more items, or has worked out the corresponding amounts, the tender shall be treated as "incomplete tender" and may be rejected.
- 7.4 The total amount shall be worked out by adding the amounts for individual items as checked and corrected. The tender Price as established would be taken for comparative evaluation of tenders.

8. **DELIVERY PERIOD:-**

Delivery has to be made within 24 hours of placement of requisition / part order by KDS, KoPT.

9. **PAYMENT :-**

Trustee's normal payment term is within 30 days from the date of receipt of material.

For supply of Fuel Oil to all KDS vessels, the requisition would be placed by MM Div., KDS and supplier has to submit Proforma invoice in turn immediately within working day for payment.

10. **Validity:** The offer shall remain open for acceptance for a period of 120 days from date of opening of the Techno – Commercial bid.

11. **INSPECTION & QUALITY OF STORES :-**

Inspection of materials will be done by KoPT's / KDS's authorized person. The stores supplied should strictly conform to the specifications (e.g. IS, etc.) laid down. If necessary, samples from the supplies may be drawn as and when considered necessary by KDS, KoPT and the same will be tested by KoPT's own arrangement or by Government Test House and if found to be inferior to the specifications laid down, the materials will be rejected in whole or in part and the supplier will be debited with the cost of test. The result of such test shall be binding on the supplier. The supplier will have to replace the rejected stores at his own cost and / or refund the cost of materials involved to KDS including the cost of testing within one month of such intimation by KDS.

12. **FORCE MAJEURE CLAUSE :-**

In the event or either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other Party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either Party shall be borne by respective parties. The Term "FORCE MAJEURE" as employed herein shall mean Acts of God, Earthquake, War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane / Cyclone, Strike excluding that of Contractors / Suppliers or Sub – Contractors' employees. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 48 (Forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

13. **ACCEPTANCE OF RATE :-**

- 13.1 It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve to accept a Tender in full or in part and / or reject a Tender without assigning any reason.
- 13.2 Each Tenderer should agree to execute the order at their Quoted Rate in the event of Part Order being placed on them.

14. **JURISDICTION OF COURT :-**

The Contract shall be governed by all relevant Indian Acts applicable only within the Jurisdiction of the High Court at Kolkata.

15. The several documents forming the Contract shall be taken as mutually explanatory to one another and in case of any discrepancies, the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions should prevail over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Mechanical Engineer, Kolkata Dock System, thereon shall be final and binding upon all parties.

16. If the bidders find discrepancies or omission or have any doubt as to the meaning or intent of any part thereof, they shall write to Material Manager (KDS) who will send a written explanation to all bidders.

17. In the event of Tender being submitted by a firm, it must be signed separately by each Member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

Sub-letting of contract in any form is totally forbidden.

18. The Tender may be liable for rejection due to non-acceptance of any or all the Terms and Conditions.

20. **BANNED OR DE – LISTED CONTRACTORS :-**

Bidders must give a declaration to the effect that they have not been banned or de-listed by any Government or quasi-Government agency or PSU. If a Bidder has been banned / de-listed by any Government or quasi-Government agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with the bid.

RISK PURCHASE :-

21. In case of default in supply or failure to deliver as per correct specification or approved Quality within the Time stipulated, Trustees are entitled to purchase from another source at the risk, cost and expenses of the supplier(successful bidder) of the whole or any portion of the supply remaining undelivered or un approved.

The Trustees' reserve the right to reduce the period of contract without assigning any reasons thereof.

Bidders while submitting their bid must have fully read and understood the entire Tender Documents, GCC, Special conditions and Addenda, if any, downloaded from under the instant e-tender and no other source and will comply to the said documents, GCC, Special conditions and Addenda. The bidders must register his unconditional acceptance while submitting his/her bid online using his/her Digital Signature.

All contracts/transaction entered into by the buyer/bidder arising out of this tender shall be governed by the Integrity Pact. Format of the same will be available to the bidders if asked for.

Date :

Place :

Phone No.

Fax No.

Signature and Office Seal of the Tenderer

Name _____

Address of Tenderer _____

DECLARATION OF THE BIDDER**Tender no. STR/13447/18-19/Fuel Oil/Buj Buj Dated: 31.07.2018 Opening on 27.03.2019****Material Manager
Kolkata Dock System**

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

I / We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. I / We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the Tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our Tender being accepted in full or, in part, I / we also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with the acceptance thereof in writing by or, on behalf of the Trustees shall form the Contract.

I / We agree that the period for which the offer shall remain open for acceptance shall not be less than 4 (four) months.

I / We here by confirm that my / our Price bid is / our free from extraneous condition.

- a. I / We hereby declare that I / We have not been banned or, di-listed by any Government or Quasi-Government Agency or Public Sector Unit.
- b. I / We hereby enclose the details of any banns / de-listing imposed on my / our agency by any Govt. / Quasi - Govt. Agency or, PSU [please refer to Clause no. 25].
- c. I/We hereby confirm, that we have fully read and understood the entire Tender Document, GCC, Special Conditions and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Special Conditions and Addenda to ***which I/WE unconditional agree and submit my/our bid online using my/our Digital Signature.***

Date :

Signature and Office Seal of the Tenderer

Place :

Name _____

Phone No.

Address of Tenderer _____

Fax No.

List of Documents to be uploaded

**Tender no. STR/13447/18-19/Fuel Oil/Buj Buj Dated: 31.07.2018 Opening on 27.03.2019
(To be filled up and uploaded online)**

Techno Commercial Bid should contain the following:

- a) VAT /GST Registration Certificate.
- b) Copy of PAN Card.
- c) Declaration of the Bidder (Annexure – B)
- d) Un – priced bill of quantities (Annexure – D)
- e) Form -1, 2, & 3.

Form 1

GENERAL PARTICULARS OF THE TENDERER

Tender no. STR/13447/18-19/Fuel Oil/Buj Buj Dated: 31.07.2018 Opening on 27.03.2019

(To be filled up and uploaded online)

I.	Name of the Bidder	
II.	Whether the bidder is a Manufacturer	
III.	Official Address for communication	
IV.	a. Telephone	
	Cell Phone	
	b. Fax	
	c. E-mail Address	
V.	PAN (Please upload photocopy)	
VI.	VAT/GST Registration No. (Please upload photocopy)	
VII	Have you ever been debarred by any Govt. department or Govt. Undertaking to carry out any work	

Date:

(Signature & the Seal of the Bidder)

Form 2

**Tender no. STR/13447/18-19/Fuel Oil/Buj Buj Dated: 31.07.2018 Opening on 27.03.2019
(To be filled up and uploaded online)**

Kolkata Port Trust
15, Strand Road, Kolkata-700001
Format for payment through ECS / RTGS

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

(Signature with official seal)

NB: A Photocopy of a cancelled /unissued cheque is to be enclosed.

Form 3

Tax Clause:

For Tax inclusive contracts

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

For Tax exclusive contracts

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

Tax Clause

For Tax inclusive contracts

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

For Tax exclusive contracts

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

Change in law clause

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

General Terms & Conditions

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

Sd/-

(A. Basu)

Chief Mechanical Engineer (I/C)

ANNEXURE – D

(UN-PRICED BID)

KOLKOTA PORT TRUST, KOLKATA DOCK SYSTEM

UN – PRICED BILL OF QUANTITIES

**TENDER FOR SUPPLY AND DELIVERY OF H.F. H.S.D. OIL TO THE FLOATING CRAFTS OF Ko.P.T ON 12 MONTHS
CONTRACT BASIS**

Item Sl. No.	DESCRIPTION	ESTIMATED QUANTITY (Indicative and may vary upwards / downwards) Delivery point indicated below
1.	HIGH FLASH HIGH SPEED DIESEL OIL (HF HSD) [Minimum Flash Point 66° C]	465 KL (for D.V. Rabindra, S.D. Subarnarekha, M.V. Sarojini supply required from Budge Budge through pipeline)

Date : _____

Place : _____

Phone No. _____

Fax No. _____

Signature and Office Seal of the Tenderer _____

Name _____

Address of Tenderer _____

ANNEXURE – E

KOLKATA PORT TRUST, KOLKATA DOCK SYSTEM

BILL OF QUANTITIES (PRICE BID)

TENDER FOR SUPPLY AND DELIVERY OF H.F. H.S.D. OIL TO THE FLOATING CRAFTS OF Ko.P.T ON 12 MONTHS
CONTRACT BASIS

Item Sl. No.	Description and specification	Estimated Quantity	RATE (in Break-up) per KL (on the basis of F.O.R. destination)	
1.	HIGH FLASH HIGH SPEED DIESEL OIL (HF HSD)	465 KL	Transaction value / Basic Price	
	[Minimum Flash Point 66° C]	(For KDS vessels of Ko. P. T. supply required from Budge Budge through pipeline)	Additional Excise Duty (in Rs. per KL)	
			Excise Duty (in Rs. per KL)	
			Depot Price	
			Sales Tax (in Rs. per KL)	
			ST Cess (in Rs. per KL)	
			Sales Tax Rebate	
			Discount, if any (in Rs. per KL)	
			Total landed cost	

Date : _____

Signature and Office Seal of the Tenderer

Place : _____

Name _____

Phone No. _____

Address of Tenderer _____

Fax No. _____

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