

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

**E-TENDER FOR SUPPLY OF WATERPROOF COAT WITH CAP AND UMBRELLA FOR DIFFRENT
DEPARTMENTS/DIVISIONS OF KDS, KOLKATA PORT TRUST
NOTICE INVITING TENDER No. Advt/03/18-19/10/III/R Dated: 12/03/2020**

TENDER NOTICE:

Materials Management Division under Mechanical & Electrical Engineering Department of Kolkata Port Trust invites E-Tender (online offers) under single part system for the supply of waterproof coat with cap and umbrella as per the technical specifications contained herein the tender documents from Manufacturer or their authorized dealers/distributors/stockiest/agents or suppliers.

Bid Document may be downloaded from CPP Portal (<https://eprocure.gov.in/eprocure/app/>) and KOPT website.www.kolkataporttrust.gov.in Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	Advt/03/18-19/10/III/R
b. MODE OF TENDER	e-Procurement System (Online offers in a single part system through CPP portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System
c. Date of NIT available to parties to download	13.03.2020 at 17.00 hrs.
d. Pre-Bid Meeting starting date & Time	N.A
e. Pre –Bid Meeting closing date & Time	N.A

List of Annexure

Important Instructions to Bidders	Annexure - A
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Important instructions for E-procurement

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal **<https://eprocure.gov.in/eprocure/app>** before responding to this e-tender :

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust):

1. S. Mukherjee DCME-I Mob No. 9836298678 shoven@kolkataporttrust.gov.in	2. N. Bhutia Sr Dy Materials Manager Mobile No. 9051888657 nbhutia@kolkataporttrust.gov.in	3. Bharat Kumar Executive Engineer Mob No. 9454226779 bharatkumar@kolkataporttrust.gov.in
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Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com
See CPP Portal for contact details.

COMMERCIAL TERMS & CONDITIONS**Concurrence and remarks for all commercial terms & conditions will be taken on-line.****1. ELIGIBILITY CRITERIA OF THE BIDDERS**

Tenders are invited from Manufacturer or their authorized dealers/distributors/stockiest/agents or suppliers.

Following documents (Photocopy) for meeting the pre-qualification criteria should be uploaded along with offer otherwise their offer may be rejected: -

- i) Having experience in successfully executing supply of similar items (Raincoat and Umbrella) to Govt., PSU or Public / Private Organization during last 2 years ending 31th August 2019 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) Must have valid Permanent A/c No, GST Registration Certificate, Trade Licence and Factory registration Certificate (In case of bidder is manufacturer, if applicable) issued by a competent authority. (Certificate to be uploaded).
 - iii) Must have last three years Balance sheet and Profit & Loss A/c. (audited where applicable) ending March, 2019.(Certificate to be uploaded). 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.
 - iv) For authorised dealers/ Agent/Stockiest intending to quote, they must submit Current Valid Authorisation Certificate issued by the Principal. (Certificate to be uploaded).
 - v) Sample of each tendered items are to be marked and labeled so as to correspond with the items in the tender and to be submitted at the sample section of MM Division before/within the closing date of the tender.
2. **PRICE BID:** 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. **EVALUATION CRITERIA:**
- (a) Bid (Technical & Price) shall be opened only for those bidder whose sample shall be approved by sample selection committee of KoPT.
 - (b) Evaluation will be made on the lowest rate quoted (excluding GST) among the techno-commercially qualified bids subject to the fulfillment of Tender Conditions. KoPT reserves the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
4. **PERIOD OF VALIDITY OF OFFERS:** Prices offered in BOQ shall remain valid for evaluation for **120 days** from the date of opening of the Tender.
5. Full particulars as to specification, brand and makers name as must be applicable and delivery schedule, etc. should be stated, failing which the tender may not be considered.
6. **CONDITIONS FOR BENEFITS / PURCHASE PREFERENCE FOR MICRO & SMALL SCALE ENTERPRISES (MSES)**
- (i) As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) vide Gazette Notification dated 26.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - a) District Industries Centers (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board

- d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Udyog Aadhaar Memorandum
 - h) Any other body specified by Ministry of MSME
- (ii) The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees. Supporting documents in support of registration should be uploaded.
- (iii) Evaluation will be made on the lowest (L1) landed price quoted against the individual tendered item among the techno commercially 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.
- (iv) Out of the twenty percent target of annual procurement from micro and small enterprises four percent shall be earmarked for procurement from micro and small enterprises owner by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price four percent sub-target so earmarked shall be met from other MSEs.
- (v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority (certificate should be uploaded) in addition to certificate of registration with any one of the agencies mentioned in paragraph 7(i) above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling KoPT to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
- a) In case of proprietary MSE, proprietor(s) shall be SC/ST
 - b) In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
 - c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
7. The firms registered with MM Division KDS, KoPT is also not required to pay the EMD & cost of tender. Supporting documents in support of registration should be uploaded.
8. **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 e-tender not substantially responsive to the tender Documents in every respect may result in the rejection of the tender.
9. **BIDDERS RESPONSIBILITY TO SATISFY HIS QUERIES:** The tenderer may visit and inspect the site on his own responsibility and 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.
10. **CLARIFICATION OF TENDER DOCUMENTS:** Prospective tenderers requiring 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.

11. 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 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. 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.

12. SPECIAL INSTRUCTION:

- I. 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.
- II. 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.

13. OPENING OF TENDERS

- i. The tender will be opened online. Tenderers can see the Technical and price in their login once it is opened.
 - ii. To assist in the examination, evaluation and comparison of tenders, Materials Manager may, at his discretion, ask the tenderer for a clarification of their offer. All responses to requests for clarification shall be in writing and no change in the price or substance of the tender shall be permitted.
 - iii. The Tenders will be evaluated by Kolkata Port Trust and only those offers which are substantially responsive to the specifications and terms and conditions will be short listed. Further processing, discussion, etc. will be held only with the short listed tenderers.
14. The Earnest Money Deposits of all tenders will be retained by Kolkata Port Trust and will be returned to the unsuccessful bidders after finalization of the tender.
15. The Earnest Money Deposit of only the successful bidder will be refunded only on receipt of requisite security money by Kolkata Port Trust.
16. A bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.

17. UNRESPONSIVE TENDERS:

An offer shall be considered unresponsive and ignored if the offer is: -

- (a) Received after the date and time specified in the tender.
- (b) Not accompanied with E. M. Deposit & cost of tender in case of down loading of tender from website.
- (c) Not valid for 120 (One hundred and Twenty) days from the opening date of Techno Commercial Bid.
- (d) Not accompanied with bid documents not signed, sealed and submitted in the manner indicated in the bid document.
- (e) Not in accordance with / deviation from the tender documents.
- (f) **In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.**
- (g) **Corrections if required to be made in tender papers to be uploaded should be made without using white ink.**

(h) 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.

18. WITHDRAWAL OF TENDERS: Withdrawal of tender/offer in the interval between the closing date for submission of tender and the expiry of the period of its validity specified in the tender will result in forfeiture of Earnest Money.
19. RIGHT TO ACCEPT ANY TENDER OR 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 reason for such actions.
20. NOTIFICATION OF AWARD: The Materials Manager shall notify the successful tenderer in writing or by fax or by email to be confirmed in writing that their offer has been accepted.
21. 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 personnelKoPT shall not be liable for any claims for damage to property, injury or death of personnel of the contractor including his casual workmen etc.
22. BID SECURITY (EARNEST MONEY): The tender is subject to Bid Security (i.e. Earnest Money) of **Rs.26,762/- (Rupees Twenty Six Thousand Seven Hundred Sixty Two only)**/-, which is to be submitted in the form of Banker's cheque or Pay Order or Demand Draft drawn on any Nationalized/Scheduled Bank having branch in Kolkata payable at Kolkata in favour of "Kolkata Port Trust" and the same is to be uploaded.
 - a) 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 without any interest.
 - b) Bid security will be refunded to the successful bidder on receipt of Performance Security.
 - c) 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.
 - d) Transfer of Bid Security from any deposits that may be lying with KoPT shall not be considered.
23. PERFORMANCE SECURITY:
 - a. The tender is subject to Performance Security for an amount of five per cent (5%) of the basic value of the contract - which is to be submitted by the successful bidder/s in cash or in the form of Bank Draft/Pay Order drawn on any Nationalized/Scheduled Bank payable at Kolkata in favour of "Kolkata Port Trust", to the Treasurer, Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 **within 14 days from the date of placement of order** and the copy of Treasury receipt is to be submitted to MM division by the successful Bidder.
 - b. The proceeds of the security deposit shall be payable to Kolkata Port Trust as compensation for any loss resulting out of the tenderers failure to execute the contract.
 - c. Kolkata Port Trust will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).
 - d. 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 will be cancelled.
24. Exemption: **No Exemption from submission of Performance Security is allowed.**
25. GST & other applicable taxes will be paid extra on actual basis as applicable.

26. 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.
27. 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.
28. If delivery of material is not made within the time undertaken, the order may be cancelled without notice.
29. 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.
30. 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.
31. All parties quoting should state clearly in bold letters the % of GST and/or other statutory levies etc. that will be charged against any item as guidance at the time of placing order.
32. **L. D. Clause** –
 - i. 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 5% of the basic value of contract. GST on L.D. amount at the prevailing rate (presently @18%) will be levied.
 - ii. 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.
33. Conditional discount: Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.
34. **JURISDICTION**: The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
35. **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.
36. **ARBITRATION**: For the instant tender no Arbitration will be permissible. In case of disputes the decision of the Materials Manager will be final and binding.
37. **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.
38. **DELIVERY TIME AND PLACE**: Supply is to be made to MM Division (KDS) 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.

39. 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.
40. **THE TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION AFTER DUE DATE.**
41. BID CURRENCY: Price shall be quoted in I.N.R. only.
42. GUARANTEE/WARRANTY: Supplied store is to be guaranteed against any manufacturing defect for a period of 12 months and is to be replaced free of cost in the event of development of such defect within such period.
43. LICENCES AND PERMITS: The contractor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him.
44. If conditions above are not strictly complied with, the tender may not be considered.

Sd/-

Chief Mechanical Engineer

**SCHEDULE OF REQUIREMENT
SPECIFICATIONS AND TECHNICAL DETAILS
TENDER No. Advt/03/18-19/10/III/R OPENING ON 09.04.2020
PRICE NOT TO BE QUOTED HERE. ALL PRICE TO BE FILLED ONLINE ONLY.**

SI No	Description	Quantity in Nos	HSN CODE	Make/ Brand	GST Details
1.	Water Proof Coat with Cap in two Parts: <ul style="list-style-type: none"> • Polyester Tafetta fabric with Nitrile PVC coating (0.16 mm thickness), water repellent, eco friendly, non toxic fabric. • Inner lining in PVC Fabric with 0.12 mm thickness. • Jacket attached hood with drawstring closure • Two pockets with flap on the front • Chest fastened by plastic Zipper with Single Flap cover. • Waist adjusted by elasticized waistband. • Velcro fasteners at sleeve cuffs and trouser bottom. • High visibility Reflective Tape on back for safety at night Packaging: Pouch	1582			CGST in %- (if applicable) SGST in %- (if applicable) IGST in %- (if applicable)
2	Umbrella: Umbrella (ordinary) with bamboo handle in black colour with good quality waterproof nylon cloth of fast colour. free from any leakage.	220			CGST in %- (if applicable) SGST in %- (if applicable) IGST in %- (if applicable)

Sample of each tendered items are to be marked and labeled so as to correspond with the items in the tender and to be submitted to the sample section of MM Division before/within the closing date of the tender.

Brand/Makers name must be mentioned.

GST as applicable will be paid extra at actual

(Signature with official seal)

Contract Form**NOTICE INVITING TENDER No. Advt/03/18-19/10/III/R OPENING ON 09.04.2020****(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.26,762/- (Rupees Twenty Six Thousand Seven Hundred Sixty Two only)**/-, either in the form of Banker's cheque or Pay Order or Demand Draft drawn from a Nationalized/Scheduled Bank in India having branches in Kolkata in favour of "Kolkata Port Trust" is to be furnished with the details viz. Banker's cheque or Pay Order or Demand Draft no.....dated.....Bank.....Branch.....
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 10% beyond the tendered quantities at rate quoted by me/us in the instant tender.
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. 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. The price quoted for net weight or net measurement but the prices include cost of containers and delivery to Kolkata Port Trust as stated in Tender document.
15. Rate unit have not been altered in the Tender and quotations have been entered in both figures and words.
16. The total value of each item has been shown in the column provided for that purpose.
17. Country of manufacturer has been stated.
18. Charge for work necessary for completion of Contract: - I/We agree to pay all charges for handling, stamping, painting, marking, protecting and preserving patent rights drawings, templates, models and gauges and for all such measures as may be deemed necessary for the proper completion of the Contract even although special provision thereof has not been made in the specification or drawings.
19. Indemnity Clause: - I/We agree to all times to indemnify the Trustees against all claims which may be made in respect of the several articles or items enumerated in the list attached hereto under any patent or other rights and accept responsibilities for all risk or accidents or damage from whatever cause arising; PROVIDED Always that in the Trustees shall notify me /us of same and I/We shall be at liberty at my/our own expense to take steps in the matter that I/We may think fit.
20. REMOVAL OF REJECTED STORES: - I/We agree to remove within a fortnight from the date of rejection of any stores delivered by me/us and such rejected stores shall lie at my/our risk and rent may be charged at the Trustees' option. If I/We fail to remove such stores within a fortnight of rejection the Trustees shall have the right to dispose of the same and I/We shall have no claim against the Trustees in respect of the said (rejected) stores.
21. For non-observance of any of the terms of the tender and/or Agreement or otherwise the Trustees have absolute right without assigning any reasons to cancel the tender and /or the agreement and I/We shall be liable for all losses and damages arising there under and this is without prejudice to all other rights and remedies of the Trustees.
22. It is distinctly understood by and between the parties that notwithstanding anything hereinbefore contained the Trustees without prejudice to any of their rights shall be at liberty to deduct set off or adjust out of any money that may become refundable or payable by the Trustees to the tenderer in respect of the present tender or out of the security deposit in respect of the present tender any sum of sums that may be payable or has become payable by the tenderer to the Trustees or recoverable from the tenderer in respect of any other tender or contract between the tenderer and Trustees in these respect, the decision of the Trustees' Materials Manager shall be final and binding on both the parties.
23. I/we further confirm that I/we have carefully gone through the whole of the tender documents and understood the same.
24. It is also confirmed that no part of the tender document has been changed/modified by me/us.
25. Further, I/we confirm that statement of facts/figures information incorporated in my/our Offer is correct.

Dated2020

yours faithfully

Signature

Address.....

Seal:

Form 1

S – 10 (a)

**E-TENDER FOR SUPPLY OF WATERPROOF COAT WITH CAP AND UMBRELLA FOR DIFFERENT
DEPARTMENTS/DIVISIONS OF KDS
NOTICE INVITING TENDER No. TENDER No. Advt/03/18-19/10/III/R OPENING ON 09.04.2020**

To,
The Materials Manager
KOLKATA PORT TRUST
6, Garden Reach Road, Kolkata – 700023

I / We hereby tender to supply and deliver the articles noted above as per the condition of NIT 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 e-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 online using my/our Digital Signature.

Date:

Place:

Full Name in Block Letters:

Signature of Tenderer with Official Seal

Address:

Telephone:

**Fax
E MAIL ID:**

Form 2
E-TENDER FOR SUPPLY OF WATERPROOF COAT WITH CAP AND UMBRELLA
FOR DIFFRENT DEPARTMENTS/DIVISIONS OF KDS
TENDER No. Advt/03/18-19/10/III/R OPENING ON 09.04.2020
GENERAL PARTICULARS OF THE TENDERER
(To be filled up and uploaded online)

I.	Name of the Bidder	
II.	Whether the bidder is a Manufacturer or authorized dealers/ stockiest/distributors/agents or suppliers.	
III.	Official Address for communication	
IV.	a. Telephone	
	Cell Phone	
	b. Fax	
	c. E-mail Address	
V(a).	Valid Trade License Certificate (Please upload photocopy)	
(b).	Factory Registration Certificate (If bidder is manufacturer) (Please upload photocopy)	
VI.	PAN (Please upload photocopy)	
VII.	GST Registration No. (Please upload photocopy)	
VIII.	Particulars of EMD deposited (Attach Photocopy of TR/ Certificate of Registration if any)	
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 criteria1.(i) on page no.5	
XI.	Particular of cost of tender deposited (Please upload photocopy)	

Date:

(Signature & the Seal of the Bidder)

Form 3
TENDER No. Advt/03/18-19/10/III OPENING ON 09.04.2020

(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 Xerox copy of an unissued cheque is to be enclosed.

Form 4
E-TENDER FOR SUPPLY OF WATERPROOF COAT WITH CAP AND UMBRELLA FOR
DIFFRENT DEPARTMENTS/DIVISIONS OF KDS
TENDER No. Advt/03/18-19/10/III/R OPENING ON 09.04.2020

APPLICATION FOR DEPOSIT OF EARNEST MONEY

(To be filled up and uploaded online)

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

Sub: Deposit of Earnest Money

Kindly accept a sum of **Rs.26,762/- (Rupees Twenty Six Thousand Seven Hundred Sixty Two 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/03/18-19/10/III/R Opening on 09.04.2020** of Materials Management Division.

Date:
Yours faithfully
Signature

Seal

Form 5
TENDER No. Advt/03/18-19/10/III/R OPENING ON 09.04.2020

Contract acts with suppliers/service providers.

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.

(Signature & the Seal of the Bidder)

CHECK LIST

**(LIST OF DOCUMENTS TO BE DULY FILED, SIGNED, STAMPED AND UPLOADED
ALONGWITH THE TECHNO-COMMERCIAL BID).**

Sl. No.	Documents Description	YES/NO
1	Copy of GST Registration Certificate	
2	Copy of of PAN Card	
3	Copy of valid Factory Licence (if applicable)	
4	Copy of valid Trade Licence Certificate	
5	Current Valid Authorisation Certificate issued by the Principal ((if applicable))	
6	Credential of having experience in successfully executing supply of similar items (similar to items tendered out) during last 2 years ending 31.08.2019 as per clause no.1 (i) of Annexure B at Page 5 of NIT	
7	Copy of last three years Balance Sheet and Profit & Loss A/c. (audited where applicable) ending March, 2019	
8	Copy of Treasury Receipt/Original D.D. towards deposit of EMD & Tender cost.	
9	Copy of Certificate regarding Exemption from submission of Tender Cost & EMD	
10	Duly filed signed stamped copy of Annexure – C & D of the subject NIT	
11	Duly filed signed, stamped copy of Form 1,2,3,4&5 of the subject NIT	
12	Sample of tendered items are to be marked and labeled so as to correspond with the items in the tender and to be submitted to the sample section of MM Division so as to reach before/within the closing date of the tender.	

Offer No. _____

Authorized Signatory of the Tenderer

Date: _____

(With official Seal and date)

All the other documents in support of fulfilling Eligibility criteria as mentioned in Annexure B of the NIT