श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

**श्यामा प्रसाद मुखर्जी पत्तन,कोलकाता / SYAMA PRASAD MOOKERJEE PORT,KOLKATA**

**कोलकाता गोदी प्रणाली / KOLKATA DOCK SYSTEM**

**विभाग /Dept: यांत्रिक व विधुत अभियंत्रण / MECHANICAL & ELECTRICAL ENGINEERING**

**प्रभाग /Division : सामग्री प्रबंधन / MATERIALS MANAGEMENT**

Telefax no: **033-2439-1333**
Phone No: **033-2409-3037(Ext. 304)**
Email: **cme@kolkataporttrust.gov.in**
Website: www. smportkolkata.shipping.gov.in

**e- Tender for Supply and Delivery of Different types of Despatch Materials i.e. Open Link Chain, Stud Link Chain and Sinker/Mooring Kent Ledge for Kolkata Dock Systems, SMP, Kolkata.**
**NOTICE INVITING TENDER No: Str./Advt./03/22-23/61/I/R dt. 19.05.2022 Opened on 30.08.2022**

# TENDER NOTICE:

Materials Management Division under Mechanical & Electrical Engineering Department of Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) invites e-Tender for *Supply and Delivery of Different types of Despatch Materials i.e. Open Link Chain, Stud Link Chain and Sinker/Mooring Kent Ledge for Kolkata Dock Systems, SMP, Kolkata* as per the technical specifications contained herein the tender documents from the **Manufacturers or their authorized dealers/Agents/Distributor/Stockiest.**

1. This is a e- Tender in **Two Bid System** (**Bid I – Techno -Commercial Bid** and **Bid II –Price Bid** ).

2. **SCOPE OF WORK**: **Supply and Delivery of Different types of Despatch Materials i.e. Open Link Chain, Stud Link Chain and Sinker/Mooring Kent Ledge (As per Schedule of Requirement at Annexure-C) for Kolkata Dock Systems, SMP, Kolkata** as per the details specified here in the tender documents.

3. **Date of Document download & Date of Opening**: Documents download of Tender will start from 03.08.2022 and the same will be closed on 30.08.2022 at 14.00 hrs. The Bid-I (Techno-commercial Bid) of the tender will be opened on 30.08.2022 at 15.00 hrs. For any and all amendments, if any, of the instant tender, such amendments will be hoisted in SMP, Kolkata website & RailTel's e-NIVIDA Portal only. Accordingly interested bidders are advised to keep close watch on SMP, Kolkata website: www.smportkolkata.shipping.gov.in and RailTel's e-NIVIDA Portal/website i.e. https://kopt.enivida.in/ in their own interest. It is also to be noted that any such amendment will be a part of the instant tender document and will be binding on the bidder and it will be presumed that the bidder has satisfied himself about such amendments hoisted in *SMP, Kolkata website*, & *RailTel's e-NIVIDA Portal.*

4. **Eligibility Criteria**: For this purpose, offers are invited from **manufacturers or their Authorized Dealers / Agents / Distributor / Stockiest**. Further, in order to participate in the instant tender following conditions are required to be fulfilled:
   i) The bidder must have experience in successfully executing supply of similar items during **last 03 years ending 31st July, 2022** for which documentary evidence must be submitted.
   ii) Authorised dealers/Agents/ Distributor/Stockiest intending to quote must submit Current Valid Authorisation Certificate issued by the Principal.
   iii) All bidders must have Permanent I.T. A/c No. etc. / GST Registration Certificate, PAN, Trade License. Manufacturers should have Factory license along other all the required documents.
   iv) All bidders must have **last three years** Balance Sheet and Profit & Loss A/c (audited where applicable) ending **31st March, 2022. The above should be submitted along with the Bid.** In the event of non-submission of Audited Balance Sheet for financial year ending 31.03.2022, the Turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

5. **Submission of Tender**: This is an e-procurement event of *SMP, Kolkata*. The e-procurement service provider is RailTel's e-NIVIDA Portal.You are requested to read the terms & conditions (Annexure-B) of this tender before submitting the online tender. The Techno-commercial bids will be opened on **30.08.2022** at **15.00 hrs.** The Price Bid of the Techno-Commercially qualified bidders will be opened in presence of such interested tenderers who may wish to remain present during the opening of price bid. The respective bidders will be intimated before opening of price bid.

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

The intending bidders should deposit Rs. 1,770/- including GST @18% (Rupees One Thousands Seven hundred & Seventy only) as Tender Cost /Bid document Fee (non-refundable), to Kolkata Dock System, through DD, Pay Order or Banker's Cheque in favour of **"SYAMA PRASAD MOOKERJEE PORT,KOLKATA"** from any Scheduled/Nationalized Bank payable at 'Kolkata', otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded online. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non responsive.

The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme)/ Udyam Registration Certificate (Formerly Udyog Adhaar Memorandum) are eligible for availing benefits under Public Procurement Policy. The firms registered with DGSD or MM divisions are also not required to pay the EMD & cost of tender. **(The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme) are eligible for availing benefits under Public Procurement Policy. The firms registered with DGSD or MM divisions are also not required to pay the EMD & cost of tender." The Tender Cost is not refundable.**

7. **Earnest Money Deposit:** "Earnest Money Deposit" of Rs.1,42,173.00 (Rupees One Lakh Forty Two Thousand One Hundred Seventy Three 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 "SMP, Kolkata" or Treasury Receipt of the deposit issued by the Treasurer, SMP, Kolkata, as the case may be. For Exemption of Earnest money Deposit please refer to Annexure-B clause-8, page-10.

8. **Bid I – Techno -Commercial Bid must contains the followings documents:**

| | |
|---|---|
| a. | GST Registration Certificate |
| b. | Copy of PAN Card |
| c. | Copies of Balance Sheet and Profit & Loss A/c. (Audited where applicable) for **last three years** ending 31.03.2022 |
| d. | Credential of having experience in successfully executing supply of similar item (similar to items tendered out) **during last 3 years ending 31.07.2022**, i.e. Order copy, Supply challans duly materials approved by purchaser, Goods receipt note, Tax Invoice etc |
| e. | Valid Authorization letter from the principal, in case of authorized Dealers /Agents / Distributor / Stockiest |

| | |
|---|---|
| f. | Valid Trade License for Manufacturers, the authorized Dealers/Agents/Distributor/Stockiest**.** |
| g. | Factory Registration Certificate in case of Manufacturer |
| h. | Copy of Treasure Receipt/ D.D towards deposit of Tender Fee/ valid supporting documents regarding Exemption of Tender Fee. |
| i. | Copy of Treasure Receipt/ D.D towards deposit of EMD/ valid supporting documents regarding Exemption of Earnest Money Deposit (EMD). |
| j. | Contract Form (ANNEXURE-D) |
| k. | Form-1 (Expressed undertaking by the bidder) |
| l. | Form-2 (General Particulars of the Tenderer) |
| m. | Bank details of the bidder to be filled up given format at Form-3 |

9. **Price Bids of Thechno-commercially qualified bidders will be opened only. Thechno-commercially qualified bidders will be intimated through email/phone regarding the date of opening of price bid before opening of price bid. The Price Bid of the Techno-Commercially qualified bidders will be opened in presence of such interested tenderers/bidders who may wish to remain present during the opening of price bid.**

10. **Critical Dates & Time:**

| | | | |
|---|---|---|---|
| **Publish Date** | **03.08.2022** | **Bid-I (Techno-Commercial Bid ) Opening Date** | **30.08.2022at 15.00 hrs.** |
| **Document Download Start Date** | **03.08.2022 at 16.00hrs** | **Document Download End Date** | **30.08.2022 at 13.00 hrs** |
| **Clarification Start Date** | **NA** | **Clarification End Date** | **NA** |
| **Bid Submission Start Date** | **03.08.2022 at 17.00hrs** | **Bid submission End Date** | **30.08.2022 at 14.00 hrs.** |
| **Bid-II (Price Bid) opening Date** | **Will be intimated later** | | |

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.

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(formerly Kolkata Port Trust)

11. The Materials Manager reserves the right of accepting or rejecting any offer partially or wholly without assigning any reason thereto.

Sd/-
(D Guha)
Chief Mechanical Engineer (I/C)

# SCHEDULE OF TENDER (SOT)

| | |
|---|---|
| a. **TENDER NO.** | **Str./Advt./03/22-23/61/I/R dt. 19.05.2022** |
| b. **TENDER INVITING AUTHORITY** | Chief Mechanical Engineer (I/C), Kolkata Dock System<br>Syama Prasad Mookerjee Port, Kolkata |
| c. **MODE OF TENDER** | e-Procurement System<br>**Online Two Bid system**<br>(**Bid I – Techno -Commercial Bid** and<br>**Bid II –Price Bid** ) through RailTel's e-NIVIDA Portal website i.e. https://kopt.enivida.in/<br>The intending bidders are required to submit their offer electronically through e-tendering portal only.<br>No physical tender is acceptable by SMP, Kolkata. |
| **d. Date of NIT available to parties to download** | **03.08.2022 at 16.00 hrs.** |
| **e. Pre-Bid Meeting starting date & Time** | **N.A** |
| **f. Pre –Bid Meeting closing date & Time** | **N.A** |
| **g. Tender Document fee (nonrefundable)** | Tender Cost issued by the Treasurer, Kolkata Port Trust.<br>The intending bidders should deposit Rs. 1,770/- including GST @18% (Rupees One Thousands Seven hundred & Seventy only) as Tender Cost /Bid document Fee (non-refundable), to Kolkata Dock System, through DD, Pay Order or Banker's Cheque in favour of "SYAMA PRASAD MOOKERJEE PORT,KOLKATA" from any Scheduled/Nationalized Bank payable at 'Kolkata', otherwise their offer will be summarily rejected. |
| **h. Earnest Money Deposit** | "Earnest Money Deposit" of Rs.1,42,173.00 (Rupees One Lakh Forty Two Thousand One Hundred Seventy Three 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 "SMP, Kolkata" or Treasury Receipt of the deposit issued by the Treasurer, SMP, Kolkata, as the case may be.<br>For Exemption of Earnest money Deposit please refer to **Annexure-B clause-8, page-10**. |
| **i. RailTel Tender Processing Fee**<br><br>( Nonrefundable) | **Mode of Payment**:- E-payment Only through Debit/Credit Card or Net Banking.<br>**Tender Processing Fee(TPF)-** 0.1 % of Estimate cost plus GST.<br>**Registration Charges**: Rs. 2000/- + Applicable GST Per Year |
| **j. Last date of submission of EMD at KDS** | **30.08.2022 up to 14.00 hrs.** |
| **k. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at RailTel's e-NIVIDA Portal i.e. https://kopt.enivida.in/** | **03.08.2022 at 15.00hrs.** |
| **l. Date of Closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.** | **30.08.2022 at 14.00 hrs.** |
| **m. Date & Time of Opening of Techno-Commercial Bid.** | **30.08.2022 at 15.00 hrs.**<br>(Only the Techno Commercial Part will be opened on that date) |

# LIST OF ANNEXURE

| | | |
|---|---|---|
| **IMPORTANT POINTS RELATED TO E-PROCUREMENT AT RAILTEL'S E-NIVIDA PORTAL** | **:** | **ANNEXURE - A** |
| **COMMERCIAL TERMS & CONDITION** | **:** | **ANNEXURE - B** |
| **SCHEDULE OF REQUIREMENT** | **:** | **ANNEXURE - C** |
| **CONTRACT FORMS** | **:** | **ANNEXURE - D** |
| **DOCUMENTS TO BE UPLOADED** | **:** | **ANNEXURE - E** |
| **PRICE BID** | **:** | **ANNEXURE - F** |
| **BID RESPONSIVE CHECKLIST** | **:** | **ANNEXURE - G** |

SMP
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SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

**ANNEXURE-A**

**Str./Advt./03/22-23/61/I/R dt. 19.05.2022**

**Important points related to E-procurement at RailTel's e-NIVIDA Portal:**

This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust). The e-procurement service provider is RailTel's e-NIVIDA Portal.

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

Bidders are requested to use internet Browsers like Google Chrome, Firefox version 48 and above / Internet Explorer version 9 and above, and Java JRE 6 and above.
Further, bidders are requested to go through the following information and instructions available on the RailTel e-NIVIDA Portal https://kopt.enivida.in/ before responding to this e-tender:

- User guide
- DSC help
- FAQ
- Site Compatibility
- Downloads
- Helpdesk

Contact Persons - (**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**):

| | | |
|---|---|---|
| D. Das | N. Bhutia | Chandan Biswas |
| Dy. Chief Mechanical Engineer | Sr. Dy. Materials Manager | Executive Engineer |
| Mob No.9674720043 | Mob No. 9051888657 | Mob no. 9073805523 |
| ddas@kolkataporttrust.gov.in | nbhutia@kolkataporttrust.gov.in | chandanbiswas@kolkataportrust.gov.in |

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SYAMA PRASAD MOOKERJEE PORT KOLKATA
Kolkata Port Trust

**Contact persons *(e-NIVIDA Portal):***

**Phone No.7278929467 / 8448288981**
**Mail id: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com**

**SMP,Kolkata – Railtel – e-Nivida Special Instruction To Bidders**

E-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under https://kopt.enivida.in/ .The link of e-procurement portal is also given on our official portal i.e www. https://smportkolkata.shipping.gov.in/ under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using **"Online Bidder Enrolment".**

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e Nivida Portal may be obtained at: https://kopt.enivida.in/

## GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal **(**https://kopt.enivida.in/**/bidderRegistration/newRegistration)** or click on the link **"Bidder Enrolment** " available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate **(Only Class III Certificates with signing + encryption key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Capricorn/ nCode / eMudhra etc.), with their profile.

5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

7. **The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.**

8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id **enividahelpdesk@gmail.com**/for activation of account.

## SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

## PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid

submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

## SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMP, KOLKATA.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

## FOR ANY CLARIFICATION IN USING E-NIVIDA PORTAL:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.
**Phone No. 011-49606060/8448288985/9355030620/8448288981**

**Mail id: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com**

# Commercial Terms & Conditions

**TENDER No. Str./Advt./03/22-23/61/I/R dt. 19.05.2022**

## TENDER DOCUMENTS

### 1. ELIGIBILITY CRITERIA OF THE BIDDERS

Manufacturers or their Authorized Agents/Dealers/Distributor/Stockiest should have the following documents (Photocopy) for meeting the pre-qualification criteria and the same should be uploaded along with offer otherwise their offer may be rejected:-

i) Should have experience in successfully executing supply of **similar items** to Govt., PSU or Public / Private Organization during **last 03 years ending 31st July, 2022** for which documentary evidence must be substantiated by uploading any one or more of the following set of documents:
   a. Purchase Order along with respective GRN/Receipted Challan.
   b. Purchase Order along with respective **Supply Challan duly accepted inspected and passed**.
   c. Purchase Order along with respective Certificate of Execution by the purchaser in their letter head with signature and seal of the issuer.

ii) Should have valid Permanent I.T. 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) Should have last three years Balance sheet and Profit & Loss A/c. (audited where applicable) ending **31st March, 2022**.(Certificate to be uploaded). In the event of non-submission of Audited Balance Sheet for financial year ending **31.03.2022**, the Turnover Certificate for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

iv) Similar item means Manufacturers / Suppliers of: Any type of Sinker / Mooring Kent Ledge. /Supply of Open Link Chain & Stud Link Chain" would be considered. Credentials for similar items would be considered separately for participating against each of the BOQ items.[ Example: for participating against the supply of Sinker / Mooring Kent Ledge the firm should have submit the Credentials against similar items of Sinker / Mooring Kent Ledge.]

### 2. PRICE BID

2.1 Price quoted by the Tenderer shall remain fixed and valid until completion of the contract and will not be subject to variation on any account, except statutory levies for which documentary evidence is to be submitted.

2.2 The bidder should note that SMP, Kolkata does not furnish **C or D Form** and that the full rates of GST /Taxes applicable are to be stated.

2.3 Price Bid should be FREE FROM ANY EXTRANEOUS CONDITION.

2.4 Price Bid should be submitted online separately at Bid-II.

### 3. EVALUATION CRITERIA:

i. 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 fulfillment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for

20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

ii. In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.

**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. 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.**

**6.** 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 for both in figures and in words.

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

**8. EXEMPTION FROM PAYMENT OF EARNEST MONEY**

I. Earnest Money Deposit" of Rs.1,42,173.00 (Rupees One Lakh Forty Two Thousand One Hundred Seventy Three 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 "SMP, Kolkata" or Treasury Receipt of the deposit issued by the Treasurer, SMP, Kolkata, as the case may be**.**

II. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.

III. The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under single point Registration Scheme) are eligible for availing benefits under Public Procurement Policy.

IV. Micro & Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail to benefits under Public Procurement policies for MSEs.

V. Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate / Udyog Adhar/Udyam Registration certificate has to be submitted along with the bid.

VI. The firms registered with DGSD or MM division are also not required to pay the EMD & cost of tender. Supporting documents in support of registration should be uploaded.

**9.** **Preference to Make in India**: The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India as per the "Public Procurement (Preference to Make in India), Order 2017- Revision regarding", circulated by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India vide Order No. P45021/2/2017-PP (BE-II) dated 04.06.2020; subsequently revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.

**10.** **Bidder from a country sharing land border with India**: Any bidder from a country which shares land border with India will be eligible to bid as per the OM No. F6/18/2019-PPD dated 23.07.2020 circulated by the Department of Expenditure (Public Procurement Division), Ministry of Finance, Govt. of India.

**11.** **Import from Prior Reference countries**: Attention is invited to the provision contained in Ministry of Power, Govt. of India's Order no. 25-11/06/2018-PG dated 02.07.2020 which reads that "Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by controlled by or subject to the jurisdiction or the directions of these prior reference countries will require prior permission of the Govt. of India." It is hereby clarified that for the purpose of aforesaid stipulation, "prior reference" country means a country which shares a land border with India. Attention is further invited to Ministry of Power, Govt. of India's Order

no. 25-4/1/2019-PG-Part (1) dated 02.07.2020 wherein it is clarified that "Notwithstanding above, it is further clarified that the restrictions related to "prior reference" countries will not apply in the following cases:

A. The bidders/imports from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development of projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External affairs.

B. Bona fide procurements made through GeM without knowing the country of bidder till the date fixed by GeM for the purpose.

C. Bona fide small procurements, made without knowing the country of bidder and

D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed."

**12.** **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.

**13.** **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.

**14.** **CLARIFICATION OF TENDER DOCUMENTS:** Prospective tenderers requiring for further information or clarification of the Tender Documents may notify the Materials Manager in writing by email/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.

**15.** **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 all amendment, if any, of the instant tender, such amendments will be hoisted in SMP, Kolkata Website/ RailTel e-NIVIDA Portal only. Accordingly interested bidders are advised to keep close watch on KoPT wedsite, https://smportkolkata.shipping.gov.in/ RailTel e-NIVIDA Portal https://kopt.enivida.in in their own interest.

c. It also to be noted that any such amendment will be a part of instant tender document and will be binding on the bidder and it will be presumed that the bidder has satisfied himself about such amendment hoisted in SMP, Kolkata Website/ RailTel e-NIVIDA 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.

**16.** **SPECIAL INSTRUCTION**:

i) 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.

ii) 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.

**17.** Rates are to be quoted only against respective item as shown in PRICE BID.

**18. OPENING OF TENDERS**

i. The tender will be opened online. Tenderers can see the Technical and price CST in their login once it is opened.
ii. To assist in the examination, evaluation and comparison of tenders, Materials Manager may, at his discretion, ask the tenderer for a clarification of their offer. All responses to requests for clarification shall be in writing and **no change** in the price or substance of the tender shall be permitted.
iii. The technical bids will be evaluated by the SMP, Kolkata and only those offers which are substantially responsive to the specifications will be short listed. Further processing, discussion, etc. will be held only with the short listed tenderers.
iv. A bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.

**19. NON-RESPONSIVE BIDDER:** An offer shall be considered non-responsive if the offer is:

1) Received after the date and time specified in the tender.
2) Not accompanied with **Earnest Money Deposit** & **Cost of tender** in case of downloading of tender from website.
3) Not valid for 120 (One Hundred and Twenty) days from the date of opening of Techno Commercial Bid.
4) Not accompanied with bid documents not signed, sealed and submitted in the manner indicated in the bid document.
5) Not in accordance with/deviation from the tender documents.
6) In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.
7) Corrections if required to be made in tender papers to be uploaded should be made without using white ink.
8) Offers non-confirming to the instructions as stated above shall be treated as non responsive and hence such offer/offers may be liable for disqualification.

**20. WITHDRAWAL OF TENDERS**

Withdrawal of tender/modify the bids 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 the respective bidders will be suspended for period of three years.

**21. RIGHT TO ACCEPT ANY TENDER TO REJECT ANY OR ALL OFFERS:** SMP, Kolkata reserves the right to accept or reject any tender and or part thereof, without assigning any reason. SMP, Kolkata 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.

**22. NOTIFICATION OF AWARD:** The Materials Manager shall notify the successful tenderer in writing or by email/fax to be confirmed in writing that their offer has been accepted.

**23. INDEMNITY:** The contractor shall indemnify the SMP, Kolkata during the various stages of execution of the contract, regarding damages, losses of or injury to, death of-

a. Third parties
b) Contractor's facilities and equipment
c) Contractor's personnel
d) SMP, Kolkata facilities and equipment, including the goods supplied under the contract
e) SMP, Kolkata's personnel

SMP, Kolkata shall not be liable for any claims for damage to property, injury or death of personnel of the contractor including his casual workmen etc.

**24. PERFORMANCE SECURITY:**

**a)** The tender is subject to Performance Security for an amount of **three per cent (3%)** of the value of the contract/ Purchase Order- which is to be submitted by the successful bidder/s in the form of cash/Bank Draft/Pay Order drawn on Nationalized/Schedule Banks having branch at Kolkata in favour of **"SMP, Kolkata"** to the Treasurer, Kolkata Port Trust, 15, Strand Road, Kolkata-700001 and the copy of Treasury receipt is to be submitted to MM Division. By the successful bidder within 30 days from the date of placement of order.

**b)** The proceeds of the security deposit shall be payable to the SMP, Kolkata as compensation for any loss resulting out of the tenderer's failure to execute the contract.

**c)** SMP, Kolkata 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 be cancelled.

**e) Exemption: No Exemption from submission of Performance Security is allowed.**

**25.** When the price is ruled by weight or measurements that for, net weight and net measurement should be quoted.

**26.** 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/ruling, on the opening date of tender and that if any increase in either tariff value or rates of Customs Duty shall be in force on the due date for delivery and shall effect any increase or decrease in the total amount of Customs 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.

**27.** 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.

**28.** 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.

**29.** If delivery of material is not made within the time undertaken, the order may be cancelled without notice and procurement of materials will be made from market at the **risk and cost of the defaulting supplier/s.**

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

**31.** 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.

**32.** 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**.

**33.** All parties quoting should state clearly in bold letters the % of taxes and duties GST. etc. that will be charged against any item as guidance at the time of placing order.

**34.** The CME (I/C) 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 CME (I/C) also reserves the right to take up to 110% of the quantities accepted by the Trustees.***

**35. 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 unexecuted portion*** of the order, 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.

**36.** Rate of GST in full may be stated as KoPT does not furnish **'C' or 'D' form.**

**37.** **Conditional discount**: Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.

**38.** **JURISDICTION:** The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.

**39.** **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.

**40.** **PAYMENTS TERMS:** Preferably within 30 days from the date of supply (both dates being inclusive) on submission of clear bill along with Bank A/C particulars supported with GRN / materials receipt challan along with other documents as required for processing the bill for payment through ECS.

**41.** **Delivery Time:**
To be completed **within 3 months** from the date of placement of Work Order/Purchase Order.

**42.** **Delivery Place:** Materials are to be supplied at No. 14 KPD, SMP, Kolkata.

**43.** **BID CURRENCY**: Price shall be quoted in I.N.R only.

**44.** **Guarantee/Warranty:** If not otherwise stated elsewhere, supplied store is to be guaranteed against any manufacturing defect for a period of 12 months from the date of installation or for 18 months from the date of supply whichever is earlier and is to be replaced free of cost in the event of development of such defect within such period.

**45.** **Test Certificate (T.C.) from any classification society must be provided for all items, and name of the classification society must be mentioned in your offer. (For item No. 1, 2 & 3)**

**46.** **Manufacturer T.C. & G.C. must be provided with the supply.**

**47.** The trustees also reserve to themselves the right to cancel the contract either in whole or in part at any time if supply is not made in terms of the order.

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA

**48.** **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 SMP, Kolkata at free of cost.

**49.** **If conditions above are not strictly complied with, the tender may not be considered. The due date of the tender will not be extended under any situation after opening.**

**50.** **The single qualified bidder against the first invitation of tender, if participates in the second or subsequent invitation, will have the option to have the EMD already furnished to count for the second or subsequent invitation, provided the validity of the Banker's Cheque/Demand Draft/Pay Order is suitably extended by the party, where applicable. However, in case of upward revision of the estimated cost in the second or subsequent invitations of bids, the party will be required to submit the difference of EMD.**

**51.** 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.

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

**53. <u>Tax Clause</u>**

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 SMP,Kolkata, 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 SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, KOLKATA's Account and is finally available to SMP, Kolkata 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.
- SMP, Kolkata 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 SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata 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/-**
**Chief Mechanical Engineer (I/C)**

**ANNEXURE-C**

# Schedule of Requirements

**TENDER No. Str./Advt./03/22-23/61/I/R dt. 19.05.2022**

| Sl. No. | Item Code No. | Unit | Qty. | Description of items | HSN Code | Rate in Figure | Rate in Words |
|---|---|---|---|---|---|---|---|
| 1. | 8001820 | 14 | **40 Nos.** | **40 mm dia. Open Link Chain Grade U2 of Length 13.75 meter (Half Length). With enlarge link at both end.**<br>Test Certificate From Any Classification Society to be provided.<br>Manufacturer Test Certificate & Guarantee Certificate to be provided.<br>Material to be supplied at 14 KPD | | | |
| 2. | 8001819 | 14 | **20 Nos.** | **40 mm dia. Open Link Chain Grade U2 of Length 27.5 meter (Full Length). With enlarge link at both end.**<br>Test Certificate From Any Classification Society to be Provided.<br>Manufacturer Test Certificate & Guarantee Certificate to be provided.<br>Material to be supplied at 14 KPD | | | |
| 3. | 8003490 | | **09 Nos.** | **42 mm Stud Link Chain of 27.5 meters each length.** U3 Chain of high tensile strength flash butt welded. Each length to be provided with enlarged end link and lugged joining shackle having two reverse tapered split pins at both end.<br>Test Certificate From Any Classification Society to be Provided.<br>Manufacturer Test Certificate & Guarantee Certificate to be provided.<br>Material to be supplied at 14 KPD | | | |
| 4. | 8004536 | 01 | **30 MT** | **Sinker / Mooring Kent Ledge in the form of Old Open Link /Stud Link Chain of Sizes Between 30 mm to 60 mm Dia.**<br>Length of the Chain Should not be Less Than ½ Length i.e. 13.75 Mtr.<br>Materials to be Supplied at No. 14 KPD. | | | |

- **Name of the classification society (from whom the test certificate will be provided) must be mentioned in your offer.**
- **Brand Name** of the above items should be stated along with the offer**.**

**PRICE NOT TO BE QUOTED HERE**

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA

**ANNEXURE-D**

# Contract Form

Code No.1224150
S-82
**New-1056**

**Tender no. Str./Advt./03/22-23/61/I/R dt. 19.05.2022**
**(To be filled up and uploaded online)**

MATERIALS MANAGER
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

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. I/We do hereby declare that I/We shall not withdraw or modify bids during period of validity etc., in case, any withdrawn / modification of the bids is done during validity period, I/We will be suspended for three years from participation of any tender with entity that invited the bids.
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, **03%** 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 SMP, Kolkata 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 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 contact between the tenderer and Trustees in these respect, the decision of the Trustees' Materials Manager shall be final and binding on both the parties.
22. I/We further confirm that I/We have carefully gone through the whole of the tender documents and understood the same.
23. It is also confirmed that no part of the tender document has been changed/modified by me/us.
24. Further, I/We confirm that statement of facts/figures information incorporated in my/our Offer is correct.

Yours faithfully

Signature …….

Dated ……2022 Address……

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

**NIT No. Str./Advt./03/22-23/61/I/R dt. 19.05.2022**

# LIST OF DOCUMENTS TO BE UPLOADED at Bid-I

a) **GST Registration Certificate.**

b) **Copy of PAN Card.**

c) **Copies of last three years Balance Sheet and Profit & Loss A/c. (Audited where applicable) for last three years ending 31.03.2022.**

d) **Credential of having experience in successfully executing supply of similar item (similar to items tendered out) during last 03 years ending 31.07.2022, i.e. Order copy & Supply Challans duly materials approved by purchaser, Goods receipt note, Tax Invoice etc.**

e) **Valid Authorization letter from the principal, in case of authorized Dealers /Agents / Distributor / Stockiest.**

f) **Valid Trade License for Manufacturers/ authorized Dealers/Agents/Distributor/Stockiest.**

g) **Factory Registration Certificate in case of Manufacturer.**

h) **Copy of Treasure Receipt/ D.D towards deposit of Tender Fee/ valid supporting documents against Exemption of Tender Fee.**

i) **Copy of Treasure Receipt/ D.D towards deposit of Earnest Money Deposit/ valid supporting documents against Exemption of Earnest Money Deposit (EMD).**

j) **Contract Form (ANNEXURE-D)**

k) **Form-1 (Expressed undertaking by the bidder)**

l) **Form-2 (General Particulars of the Tenderer)**

m) **Bank details of the bidder to be filled up given format at Form-3.**

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Syama Prasad Mookerjee Kolkata Port Trust

# FORM-1

**Expressed undertaking by the Bidder**
**(To be filled up and uploaded online)**

Code No: 1223740
S – 10 (a)

**TENDER No. Str./Advt./03/22-23/61/I/R dt. 19.05.2022**

**Tender for Supply and Delivery of Different types of Despatch Materials i.e. Open Link Chain, Stud Link Chain and Sinker/Mooring Kent Ledge for Kolkata Dock Systems, SMP, Kolkata**

To,
The Materials Manager
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**
6, Garden Reach Road, Kolkata – 700023

I /We hereby tender to supply and deliver the Materials to your No. 14 KPD on a one delivery contract basis (unless otherwise stated) at the rate quoted in Price schedule & subject to the conditions of Tender.

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

1. I/We hereby declare that I/We have not been banned or, de-listed by any Government Agency or Quasi-Government Agency or Public Sector Unit.

2. I /We hereby enclose the details of any banned/de-listed imposed on my/our agency by any Govt./Quasi - Govt. Agency or, PSU.

3. I/we hereby confirmed the acceptance of all the Technical & Commercial terms of the tender.

4. I/We hereby confirm, that we have fully read and understood the entire Tender Document, GCC, Special Conditions and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Special Conditions and Addenda to ***which I/WE unconditional agree and submit my/our bid online using my/our Digital Signature***

**Date:**

**Place:**

**Full Name in Block Letters:** Signature of Tenderer with Official Seal

**Address:**

**Telephone:**
**Fax:**
**e-mail ID:**

# FORM-2

**TENDER No. Str./Advt./03/22-23/61/I/R dt. 19.05.2022**

## GENERAL PARTICULARS OF THE TENDERER

**(To be filled up and uploaded online)**

| | | |
|---|---|---|
| **1.** | Name of the Bidder | **:** |
| **2.** | Official Address for communication | **:** |
| **3.** | a) Telephone /Cell Phone<br>b) Fax<br>c) E-mail address | **:**<br>**:**<br>**:** |
| **4.** | Status of the bidder i.e. whether the bidder is a manufacturer or their authorized dealers /Agents/Distributor/Stockiest. | **:** |
| **5.** | Valid Factory Registration Certificate in case of manufacturer.(Please upload photocopy) | **:** |
| **6.** | Valid Trade License (Please upload photocopy) | **:** |
| **7.** | PAN (upload photocopy) | **:** |
| **8.** | GST Registration no. (Upload Photocopy of certificate) | **:** |
| **9.** | Valid documents against submission of Earnest Money Deposit (EMD) & Tender Fee (Upload online) | **:** |
| **10.** | Have you ever been debarred by any Govt. department or Govt. Undertaking to carry out any work. | **:** |
| **11.** | Please upload copies of execution-Certificate(s) issued by PSU/Public Limited Companies to whom similar items have been supplied by you within last **03 years**. | **:** |
| **12.** | Upload **last 3 years** Profit & Loss A/c and Balance Sheet | **:** |

Date: (Signature & the Seal of the Bidder)

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA

# FORM-3

**TENDER No. Str./Advt./03/22-23/61/I/R dt. 19.05.2022**
**(To be filled up and uploaded online)**

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

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

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

(Signature with official seal)

**NB: A Xerox copy of an cancelled cheque is to be enclosed.**

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**
**MATERIALS MANAGEMENT DIVISION**
**6, GARDEN REACH ROAD**
**KOLKATA – 700023**

Telefax no: 033-2439-1333
Phone No: 033-2409-3037(Ext. 304)
Email : cme@kolkataporttrust.gov.in
Website: www. smportkolkata.shipping.gov.in

**PRICE BID**

**Open e-Tender for Supply and Delivery of Different types of Despatch Materials i.e. Open Link Chain, Stud Link Chain and Sinker/Mooring Kent Ledge for Kolkata Dock Systems, SMP, Kolkata**

**Price Schedule**

**TENDER No. Str./Advt./03/22-23/61/I/R dt. 19.05.2022**

| Sl. No. | Item Code No. | Unit | Qty. | Description of items | Basic Rate | GST % | Total landed Cost |
|---|---|---|---|---|---|---|---|
| 1. | 8001820 | 14 | **40 Nos.** | 40 mm dia. Open Link Chain Grade U2 of Length 13.75 meter (Half Length). With enlarge link at both end. Test Certificate from Any Classification Society to be Provided. Manufacturer Test Certificate & Guarantee Certificate to be Provided. Material to be supplied at 14 KPD | | | |
| 2. | 8001819 | 14 | **20 Nos.** | 40 mm dia. Open Link Chain Grade U2 of Length 27.5 meter (Full Length). With enlarge link at both end. Test Certificate From Any Classification Society to be Provided. Manufacturer Test Certificate & Guarantee Certificate to be Provided. Material to be supplied at 14 KPD | | | |
| 3. | 8003490 | | **09 Nos.** | 42 mm Stud Link Chain of 27.5 meters each length. U3 Chain of high tensile strength flash butt welded. Each length to be provided with enlarged end link and lugged joining shackle having two reverse tapered split pins at both end. Test Certificate from Any Classification Society to be Provided. Manufacturer Test Certificate & Guarantee Certificate to be Provided. Material to be supplied at 14 KPD | | | |
| 4 | 8004536 | 01 | **30 MT** | Sinker / Mooring Kent Ledge in the form of Old Open Link /Stud Link Chain of Sizes Between 30 mm to 60 mm Dia.<br><br>Materials To Be Supplied At No. 14 KPD.<br>Length of the Chain Should not be less than ½ Length i.e. 13.75 Mtr. | | | |

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

**ANNEXURE-G**

# BID RESPONSIVE CHECKLIST

**NIT No.: Str./Advt./03/22-23/61/I/R dt. 19.05.2022**

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED except Price Bid, Price bid is to be filled online and to be submitted accordingly]**

| Sl. No. | Particulars | Bid No. | Submitted/ Not submitted [Put √ if submitted and put X if not submitted] |
|---|---|---|---|
| 1. | **EARNEST MONEY FEE** to be submitted in the form of CTS Banker's Cheque/ Demand Draft/Pay Order of any of a Scheduled Bank of India. Or, Udyam Certificate/ NSIC/DIC/ Registration Certificate as applicable | Bid-I | ☐ |
| 2. | **TENDER FEE** to be submitted in the form of CTS Banker's Cheque/ Demand Draft/Pay Order of any of a Scheduled Bank of India. Or, Udyam Certificate/ NSIC/DIC/ Registration Certificate as applicable. | Bid-I | ☐ |
| 3. | Credential of having experience in successfully executing supply of similar item (similar to items tendered out) during last **03 years** ending 31.07.2022, i.e. Order copy, Supply challans duly materials approved by purchaser, Goods receipt note, Tax Invoice etc. | Bid-I | ☐ |
| 4. | Copies of last three years Balance Sheet and Profit & Loss A/c. (Audited where applicable) for **last three years** ending 31.03.2022. | Bid-I | ☐ |
| 5. | Valid Authorization letter from the principal, in case of authorized Dealers /Agents / Distributor / Stockiest. | Bid-I | ☐ |
| 6. | Valid Trade License for Manufacturers/ authorized Dealers /Agents /Distributor/Stockiest. | Bid-I | ☐ |
| 7. | Factory Registration Certificate in case of Manufacturers. | Bid-I | ☐ |
| 8. | **Form-1** (Expressed undertaking by the bidder) | Bid-I | ☐ |
| 9. | **Form-2** (General Particulars of the Tenderer) | Bid-I | ☐ |
| 10. | Bank details of the bidder to be filled up given format at **Form-3.** | Bid-I | ☐ |
| 11. | Contract Form (**ANNEXURE-D**) | Bid-I | ☐ |

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

| Sl. No. | Particulars | Bid No. | Submitted/ Not submitted [Put √ if submitted and put X if not submitted] |
|---|---|---|---|
| 12. | Copy of self attested PAN Card issued from Income Tax Department. | Bid-I | ☐ |
| 13. | Copy of GST Registration Certificate | Bid-I | ☐ |
| 14. | BOQ (Price Bid) | Bid-II | ☐ |

**Signature and Seal of the Tenderer**

SMP
श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
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