

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Office of the M. M. Division, Jawahar Tower, 2<sup>nd</sup> Floor,  
P.O.: - Haldia Township, Dist.: Purba Medinipur,  
PIN: 721607, West Bengal.  
Ph. No. 264774/263266, FAX :03224-263255  
E-mail id: [spb.hdc@nic.in](mailto:spb.hdc@nic.in) / [mrahaman.hdc@nic.in](mailto:mrahaman.hdc@nic.in)

E-tenders under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited exclusively from reliable, bonafide & experienced manufacturing **MICRO & SMALL ENTERPRISES (MSEs) REGISTERED WITH NSIC (UNDER SINGLE POINT REGISTRATION SCHEME)** for supply and delivery of 'Industrial Safety Shoes' (as per tender BOQ) to Haldia Dock Complex.

Bid Document may be downloaded from MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com). Corrigenda / addenda / clarifications, if any, shall be hosted on the above mentioned websites only. Tenderer should visit the website frequently.

**SCHEDULE OF TENDER (SOT) :**

a.	TENDER NO.	HDC/MM/ OT-27/48/85
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181
d.	Date of NIT available to parties to download	28.06.2017
e.	Pre-Bid Meeting starting date & Time	NA
f.	Pre –Bid Meeting closing date & Time	NA
g.	i) Earnest Money Deposit	NIL
	ii) Bid Document fee	NIL
	iii) Transaction Fee	<b>613.00</b> (Including all). Payment of Transaction fee by NEFT/ RTGS in favour of MSTC Limited (refer clause. No. 4 of Annexure -I )
h.	Last date of submission of EMD & Bid Document fee at HDC.	27.07.2017 upto 15.00 HRS
	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited,Kolkata.	<b>Three working days before the last date of closing of online bidding for the e-tender.</b>
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>	29.06.2017 time 11.00 hours
j.	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	27.07.2017 time 15.00 hours
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	27.07.2017 time 15.30 hours

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**List of Annexure :**

Important Instructions to Bidders	:	Annexure –I
Commercial Terms & Conditions	:	Annexure -II
Bill of Quantity (UN-PRICED BID)	:	Annexure - III
Documents to be uploaded	:	Annexure-IV
Declaration of the Bidder	:	Annexure-V
Bidder's Information	:	Annexure-VI
Details of statutory levies	:	Annexure-VII
Bidder's Bank Details	:	Annexure-VIII
Priced Bill of Quantity	:	Annexure-IX

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**Important Instructions for E-procurement**

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

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

**1. Process of E-tender :**

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

**SPECIAL NOTE: THE TECHNO-COMMERCIAL AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/](http://www.mstcecommerce.com/eprochome/)**

1).Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/ Govt depts → Select KoPT's Logo → Register as Vendor - Filling up details and creating own user id and password → Submit.

2).Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case

**Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.**

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

**Contact person (Haldia Dock Complex):**

1. Sk. M. Rahman  
Dy. Manager(MM)  
Haldia Dock Complex  
Ph. No. 03224 264774  
Mb. No. 9434031203

2. Mr. S.P. Bhattacharjee  
Sr. Dy. Manager(MM)  
Haldia Dock Complex  
Ph. No. 03224 263266  
Mb. No.94340 63649

**Contact person (MSTC Ltd):**

1. Mr. S.Mukherjee  
Deputy. Manager (e-Commerce)  
Mobile No: 07278030407  
Landline:03322901004  
Email-  
smukherjee@mstcindia.co.in

2. Ms. S. Maity  
Asstt. Manager (e-commerce)  
Mobile- 9831155225  
Landline:03322901004  
Email: smaity@mstcindia.co.in

Google hangout ID(for test chat )-mstceproc@gmail.com

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	<p><b>B) System Requirement:</b></p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>Other Settings:</li> </ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b><u>Special Note towards Transaction fee:</u></b> The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE :</b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC.
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.

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7.	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</li> <li>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt depts → Login under KoPT's logo → My menu → Auction Floor Manager → live event → Selection of the live event</li> <li>The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</li> <li>After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</li> <li>Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</li> <li>In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</li> <li>The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> <li>All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</li> <li>It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</li> <li>No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</li> </ol>
8.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11.	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.
12.	<b><u>Bidding in e-tender:</u></b>
a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

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	c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
	d.	The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
	<b>NOTE:</b> - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.	
	a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter <b>SUPPLIER</b> .
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
	g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
13	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.	
14	No deviation to the technical and commercial terms & conditions are allowed.	
15	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature	
16	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.	
17	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> / eprochome / mstc of MSTC Ltd.	
18	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.	
19	The bid will be evaluated based on the filled-in technical & commercial formats.	

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20	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
21	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
22	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate with list of items registered must be submitted with the tender.
23	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. 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.
24	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
25	Due date of submission of tender will not be extended under any situation.

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P.O.: - Haldia Township, Dist.: Purba Medinipur  
E-mail id: mrahaman.hdc@nic.in  
Fax No. 03224 263255

**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**  
**Commercial Terms & Conditions :**

Sl. No.	Terms & Conditions	Response
1.	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	<b>Micro &amp; Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate with list of items registered must be submitted with the tender.</b>	AGREE
4.	<b>Micro &amp; 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 &amp; Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</b>	AGREE
5.	<b>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.</b>  <b>If Micro &amp; Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.</b>	AGREE
6.	<b>Tenders without requisite Earnest Money are liable to be rejected excepting in case of Micro &amp; Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.</b>	AGREE
7.	<b>DUE DATE OF SUBMISSION OF TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION.</b>	AGREE

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**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**

8. **SCOPE OF WORK** AGREE  
The work comprises of manufacture, supply, delivery, unloading & stacking of 'Industrial Safety Shoes' (as per tender BOQ) to HDC's Central Store at Chiranjibpur, Haldia Dock Complex, Haldia or any other point of delivery, as per the purchase order, which would be issued to the successful bidder(s).
9. The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires. AGREE
10. The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (MM), Haldia Dock Complex, thereon shall be final and binding upon all parties. AGREE
11. The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender. AGREE
12. The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders. AGREE
13. The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
14. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata. AGREE
15. Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding. AGREE
16. Bidders are advised to visit the Central Stores at Chiranjibpur of Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Manager of M.M. Division or his authorized representative at his office at Jawahar Tower in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price. AGREE
17. **VALIDITY** AGREE  
The tender shall remain open for acceptance for a period of **120 days** from the date of opening of the same.  
If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

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**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**

**18. NON- RESPONSIVE BIDDER**

AGREE

The offer/tender shall be treated as non-responsive, if :

- i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.
- ii) Offer / tender is submitted with any deviation from the tender terms & conditions.

**19. SECURITY DEPOSIT**

AGREE

i) The Security Deposit shall be equal to 5% of the basic value. Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Scheduled / Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Haldia, by the successful Bidder within 30 days from the date of placement of order. Failing this, the Trustees reserve the right to cancel the acceptance. The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period.

ii) If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled / Nationalized Bank of India from Kolkata / Haldia branch in lieu of Security Deposit. The Bank Guarantee shall have to be valid for at least 13 months from the date of last supply & acceptance of materials.

AGREE

iii) 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 at the option of the Trustees'.

**20. PRICING OF BIDS**

AGREE

i) Price should be quoted F.O.R Central stores of MM Division at Chiranjibpur, Haldia, i.e on free delivery basis up to Central Stores of MM Division at Haldia.

ii) **The Bidder shall state clearly the percentage of various Taxes and surcharge that will be charged extra over his quoted rates, in the Annexure-VII.**

iii) Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any item that, in the event of part order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire supply of goods is completed.

iv) No Price escalation is admissible other than statutory increase in Taxes & Duties. In case of decrease in rates of statutory taxes & duties, the price would be correspondingly decreased.

v) Any modification (addition /deletion /alteration including implementation of GST) in taxes or duties by the GOI shall be applicable. Therefore the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied subsequently, if any on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to subsequent modification of taxes or duties. But any recovery due on account of any subsequent modification in taxes or duties shall be assessed by HDC without any reference to the contractor and shall be made by HDC from the amount payable under the contract.

**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**

21. **Please note that KoPT does not provide any concessional Sales Tax Form.** AGREE
22. **EVALUATION CRITERIA** AGREE
- i) Evaluation will be made on the lowest (L1) landed price excluding taxes & duties quoted against individual item among the techno-commercially qualified bids and acceptable sample subject to the fulfilment of necessary Tender conditions.
- 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.
23. **TAXES & DUTIES** AGREE
- In case of continuation of existing tax regime at the relevant point of time of supply, the suppliers shall have to submit Transporter's copy of the challan evidencing payment of Excise Duty and any other document as required, to enable KoPT to avail CENVAT credit. The payment of ED element shall be made against the same.
- In case of implementation of GST regime at the relevant point of time, the suppliers shall comply with all requirements of the GST to enable KoPT to avail full credit on buyer's GST. The payment of GST element shall be subject to compliance of the same.
24. **PAYMENT** AGREE
- Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same at designated points and on submission of Bill accompanied with Inspection Certificate, if any, and challan duly signed by consignee or his authorized representative. The bills should be submitted in quadruplicate to Manager (MM)'s Office with necessary documents e.g., receipted challan in duplicate, Excise Invoice with Cenvatable Transporter's copy (if applicable), test certificate, guarantee certificate, inspection report, if any.
- Payment will be made against supplier's clear bill within 30(thirty) days of receipt of satisfactory acceptance of materials at central store/ site. Payments shall be credited to supplier's bank account through NEFT/RTGS mechanism at all centers where such facilities are available in the bank. Accordingly bidders are requested to submit their bank Account No with the name and address of the bank along with the branch name, account no. and IFS code number in the bill. Payment may be made in two part as per discretion of Manager (MM).

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**25. TIME OF COMPLETION AND DELIVERY :**

AGREE

Delivery of materials must be completed within 150 days from the date of receipt of the order. The delivery period will constitute the following:

**i)** The successful bidder will submit free of cost **two pairs** of 'Industrial Safety Shoes' of all sizes (**size 5 to 11**) within 15 days of receipt of the order placed by HDC.

**ii)** The actual break up of sizes will be provided by HDC within 45 days from the date of receipt of safety shoes (as stated above) from the successful bidder. The breakup of sizes will be provided normally in three phases consisting of approximately 600 pairs of safety shoes. If HDC fails to provide size wise break up of shoes within 45 days (as stated above) extra time then taken by HDC may be waived for imposition of LD.

**iii)** In case way bill is required by the bidder to deliver the materials, 7 days time should be provided by the successful bidder, for preparation of the way bill by HDC. The successful bidder should submit request letter stating the number of way bills required along with the Proforma Invoice, for issue of way-bill by Haldia Dock Complex.

Delivery period shall be binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice, at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers.

In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the Items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.

The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Store/Site. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading and stacking at the designated point shall rest with the Supplier. All transit risk will be to supplier's account. The Bidder must send advance intimation to the concerned Officer as to the proposed dates of delivery of each and every installment of supply together with a list showing quantity and particulars of the material in the consignment. Materials will not be accepted if not accompanied by the authorized representative along with proper Delivery Challan, Inspection / Test Certificate, Guarantee Certificate and other related documents. Delivery of materials will not be accepted on Sundays and Holidays. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account. The authorized representative of the Bidder should be present at the time of delivery.

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**26. DESPATCH ARRANGEMENTS**

AGREE

The supplier shall be fully responsible for any transit loss or damage to the materials.

The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time delivery for jointly noting with the representative of Ko.P.T. the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans for the same. Delivery will not be accepted if not accompanied with proper delivery challans (in quadruplicate) and other related documents like inspection certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.

**27. INSPECTION, TESTING & INSPECTION CHARGES**

AGREE

Materials are to be inspected by authorized representatives of HDC at the supplier's premises. a) Firstly, the supplier will offer a small lot of Safety Shoes (say 100 pairs) for inspection. On being satisfied, the inspection Team will give clearance for bulk manufacturing. b) Finally, safety shoe will be inspected after bulk manufacturing and on being satisfied, the inspection Team will give despatch clearance. Inspection of shoes will be carried out by random sampling.

Sample and other facilities related to inspection for testing should be provided by the supplier free of cost. The materials supplied by the supplier should strictly conform to the laid down specifications of the tender / order. Samples, if necessary, from the supplies may be drawn and tested by the Trustees' own arrangement or at Government / Government Registered Test House. All charges, in this regard, will be borne by HDC / KoPT. However, if the same are found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and the supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his / their own cost.

**28. GUARANTEE :**

AGREE

The materials to be supplied must be guaranteed for a period of 6 months from the date of acceptance. If any defect, whatsoever, develops during this guarantee period, the same will have to be rectified / replaced (as the case may be) by the supplier at his / their own cost and arrangement.

Guarantee Certificate is to be furnished by the supplier in this regard.

**29. TEST CERTIFICATE :**

AGREE

Test Certificate must be produced at the time of inspection of the materials and the same must accompany with the supply.

**30. SAMPLES :**

AGREE

Non adjustable sample(s) of safety shoes must be submitted along with the offer indicating the name of the bidder, tender no. address & telephone number.

**Safety shoes will be acceptable only after verification and selection made by sample selection committee of HDC.**

**31. BIS LICENCE :**

AGREE

Valid BIS Licence for the quoted safety shoes must be produced at the time of inspection of the materials and the same must accompany with the supply.

**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**

32. **TRANSIT RISK** AGREE  
Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.
33. **DOCK PERMITS** AGREE  
The successful Bidder shall have to obtain permits from the Central Store (MM Divn.), HDC at Chiranjibpur / Office of the Manager (MM), Jawahar Tower or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued to the Bidder against receipt of **proper application with payment of necessary charges** for the same during normal working hours on any working day.
34. **REJECTION OF MATERIALS** AGREE  
Notwithstanding the inspection and passing of materials by Trustees' authorized person (representative of MM division), any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest.  
The supplier shall at his own arrangement and cost replace within a period of 1 (one) month all such dispatched materials that have either been rejected by Trustees' authorized person (representative of Manager MM), or have been found in defective/broken/damaged condition after unloading.  
Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Central Stores, H.D.C. within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials within a reasonable time, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.
35. **LIQUIDATED DAMAGES** AGREE  
If the successful bidder (supplier) fails to complete the entire supply within the stipulated date or, such the extension thereof as communicated by the Manager (Materials Management Division) in writing, the supplier shall pay, as compensation (Liquidated Damage) to the Trustees and not as a penalty, @½ % (half percent) of the total Landed Cost (excluding taxes & duties) of the portion of supply, which is delayed, for every week delay in supply (part of the week being treated as a full week). Provided always that the amount of such compensation shall not exceed 10% of the total Landed Cost (excluding taxes & duties) of the order.  
Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damages as stated above, from any money due or, likely to become due to the supplier. The payment or deduction of such compensation / damages shall not relieve the supplier from his obligation to complete the supply order or, from any of his other obligations or liabilities under the contract. GST as per time being in shall be levied.  
Service Tax / GST on L.D. amount as per law time being in force, shall be levied.  
Any delay on the following two accounts beyond the time period on account of HDC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.
1. 15 days time for inspection from the date of receipt of supplier's inspection call letter.
  2. 7 days time from the date of receipt of supplier's waybill request letter by HDC to the date of receipt of Waybill by the supplier from HDC.

**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**

36. **RISK PURCHASE :** AGREE  
In case of supplier's failure and at the absolute discretion of the Manager (MM), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the Manager (M.M.) or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).
37. **BANNED OR DE - LISTED CONTRACTORS** AGREE  
Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, Quasi-Government Agency or, PSU. If a Bidder has been banned / de-listed by any Government or, Quasi-Government Agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with Techno-Commercial Bid. Incorrect declaration or suppression of facts will lead to rejection of the Offer
38. **FORCE MAJEURE** AGREE  
In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other Party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties The Term 'FORCE MAJEURE' as employed herein shall mean acts of God, Earthquake, Floods and Hurricane / Cyclone, War, Revolution, Riot, Fire, Strike excluding Strike by the employees of the Supplier or their Sub-contractors. Upon the occurrence of such cause the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 7 ( seven ) days of the alleged beginning thereof giving full particulars and the satisfactory evidence in support of its claim.
39. **PACKING OF MATERIALS** AGREE  
The Supplier shall be responsible for proper packing and delivery of Stores. The materials should be packed by the Supplier/Manufacturer at their own cost for protection against any damage, loss, breakage or leakage etc.
40. **JURISDICTION OF COURT** AGREE  
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.
41. **WORKMEN COMPENSATION** AGREE  
The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.
42. **PERSONAL PROTECTIVE EQUIPMENT (PPE)** AGREE  
Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply of materials inside the Dock premises
43. **TECHNICAL CATALOGUE:-**  
The bidders shall have to submit Technical Catalogue of their quoted product(s) alongwith their techno-commercial bids.

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**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**

**(Documents to be downloaded, filled up, signed, scanned and uploaded)**

**TECHNICAL TERMS & CONDITIONS**

Sl. No.	<u>Item Description</u>	Quantity	If your offer exactly match to our specification, write 'YES' else give your technical details.
1.	<b><u>Industrial Safety Shoes :</u></b> Upper leather will be full chrome. Plain type or pebble grain type, 4 / 6 aluminium eyelets , Black Colour, Steel toe Cap, Other specification as per IS: 11226 OR IS: 15298 and DGMS Marking.  <b><u>Sizes 5-11</u></b>	<b>1544 Pairs</b>	

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Full Signature with office seal of the bidder

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**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181****(Documents to be downloaded ,filled up, signed, scanned and uploaded)****1.Pre-Qualification Criteria of Tenderers:**

**Following documents for meeting the pre-qualification criteria should be uploaded by the tenderer alongwith offer otherwise their offer may be rejected : -**

1. The prospective bidder(s) should submit Credential of supplying Safety Shoes for Rs. 6,39,220.00 (cumulative value in any number of orders), during the last 5(five) years (i.e. for the period 1.06.2012 to 31.05.2017), to Govt., PSU or Public / Private organization, which should be substantiated by producing PURCHASE ORDER copies along with any one or more of the following documents:

- i) Receipted Challan,
- ii) Certificate of Execution,
- iii) Goods Receipt Note,
- iv) Excise Invoice,
- v) Tax Invoice,
- vi) Payment receipted documents,
- vii) Consignment Note

or any other documents substantiating the proof of supply as required by the tender issuing authority.

2. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turn over during the above mentioned period should be at least Rs. 3,19,610.00 (Rupees three lakhs nineteen thousand six hundred ten only). If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.

In case of the bidder is unable to submit audited accounts of last financial year (in case of tender opening date falling after June), due to non – completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the previous year.

3. Valid BIS licence for IS:11226 Or IS: 15298

4. Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN) / GST Registration Certificate.

5. Copy of Valid Professional Tax Payment Challan, if applicable.

6. Copy of the registration certificate with Central Excise Authority, if applicable.

**The bidder should also upload the following statement with documents in support of their credential.**

Sl. No.	Order nos. & date(with copies of purchase orders)	Nos. of Receipted challan / certificate of execution / GRN / Excise Invoice / Tax Invoice / Consignment Note etc. as a proof of supply (with copies of the same).	Item description with specification	Quantity/ value of materials supplied
1				
2				

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Full Signature with office seal of the bidder

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**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**

**(Documents to be downloaded ,filled up, signed, scanned and uploaded)**

**DECLARATION OF THE BIDDER**

Manager (MM Division)  
Haldia Dock Complex

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

I / We have deposited Requisite Earnest Money.

**OR**

I / We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) **as per tender condition.**

I / We agree that the period for which the Tender shall remain open for acceptance shall not be **less than 120 days.**

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Full Signature with office seal of the bidder

**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**

**(Documents to be downloaded ,filled up, signed, scanned and uploaded)**

**BIDDER'S INFORMATION**

**Manager (MM),**  
**Haldia Dock Complex**

Tender No. HDC/MM/ OT-27/48/85  
Name of work/Item Description: Supply and delivery of 'Industrial Safety Shoes' to Haldia Dock Complex.

Name of the Company:

Address:

Contact Person Name:

Phone:

Fax:

E-Mail Address:

Have you studied the Pre-Qualification requirement of the selected tender? Yes / No

Is the company having Copy of VAT Registration Certificate / CST Registration Certificate (TIN)? Yes / No

Is the company having Current valid Professional Tax Payment Challan (PTPC)? Yes / No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT? Yes / No

Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer. Yes / No

Are you MANUFACTURERS / authorised dealers/ authorised stockists/ suppliers for the tendered materials?

Please indicate your status.

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

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

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

I / We agree to upload the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these pre-qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC, our tender shall be liable for rejection.

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Full Signature with office seal of the bidder

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**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181****(Documents to be downloaded ,filled up, signed, scanned and uploaded)**

TO INDICATE THE FOLLOWING DETAILS OF STATUTORY LEVIES:-

SL. NO.	TARIFF HEAD	WHETHER APPLICABLE (GIVE TICK MARK)	
		YES	NO
1.	Excise Duty		
2.	CST		
3.	VAT		
4.	Any other STATUTORY LEVIES (if applicable)		

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Full Signature with office seal of the bidder

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**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181**

**(Documents to be downloaded ,filled up, signed, scanned and uploaded)**

**Bidder's Bank Details**

<b>A/c No.</b>	
<b>A/c holder Name:</b>	
<b>Bank Name &amp; Bank Address:</b>	
<b>Branch Name:</b>	
<b>IFSC:</b>	

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Full Signature with office seal of the bidder

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**E-tender no. KoPT/Haldia Dock Complex/MM Div/14/17-18/ET/181****PART-II****PRICED BILL OF QUANTITIES**

[Not to be Quoted here, Quote only On-line]

**Tender for supply & delivery of Industrial Safety Shoe to Haldia Dock Complex.**

Item Sl. No.	Description	Qty	Unit	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis (Landed Cost excluding taxes & duties) (in Rs /unit)
1	<b><u>Industrial Safety Shoes :</u></b>  Upper leather will be full chrome. Plain type or pebble grain type, 4 /6 aluminium eyelets , Black Colour, Steel toe Cap, Other specification as per IS:11226 OR IS: 15298 and DGMS Marking.  <b><u>Sizes 5-11</u></b>	1544	Pair	

**NOTE: Taxes & Duties shall be payable extra at actual as per law time being in force.**