

कलकत्ता पत्तन न्यास  
KOLKATA PORT TRUST  
हल्दिया गोदी परिसर  
**HALDIA DOCK COMPLEX**  
MM DIVISION

*BIDDING DOCUMENTS*

**( e-Tender )**

**[Tender No.: HDC/MM/LT-15/48/108]**

**FOR**

E-Tender for supply and delivery of “**Industrial Safety Shoes**” (As per Bill Of Quantities) to Haldia Dock Complex.



**October - 2020**

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## **1. SCHEDULE OF TENDER (SOT)**

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.

The Bid Document may be seen from the Railtel Portal. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website <https://kopt.enivida.in> only. The tender is also published on KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)).

### **SCHEDULE OF TENDER (SOT) (Tender No. HDC/MM/LT-15/48/108)**

1.1	Work Title	::	Supply and delivery of “ <b>Industrial Safety Shoes</b> ” as per Bill of Quantities to Haldia Dock Complex.
1.2	E-Tender No.	::	<b>HDC/MM/LT-15/48/108</b>
1.3	Tender Authority	::	Sr. Dy. Manager (MM), Haldia Dock Complex ; Kolkata Port Trust.  <b>Address:</b> Office of the M.M. Division, Jawahar Tower (2 <sup>nd</sup> floor) ; P.O.:- Haldia Township; Dist.:- Purba Medinipur ; PIN:-721607 West Bengal, India.  <b>Telephone no. :</b> + 91-3224-26 3266 <b>Mobile no. :</b> +91-9434063649 <b>E. mail :</b> <a href="mailto:spb.hdc@nic.in">spb.hdc@nic.in</a>
1.4	Mode of Tender	::	<b>e-Procurement System</b> (Online two part Techno-Commercial Bid and Price Bid through Railtel Portal <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> ) The intending bidders are required to submit their offers electronically through e-tendering portal.  <b>No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.</b>
1.5	Date and time from which bidding documents are available for downloading by the intending bidders.	::	<b>15/10/2020, from 11:00 Hrs. (IST).</b>
1.6	Pre-Bid Meeting starting date & Time.	::	<b>NA</b>
1.7	Pre-Bid Meeting closing date & Time.	::	<b>NA</b>

<b>1.8</b>	<b>Venue of Pre-Bid Meeting</b>	::	<b>NA</b>
	<b>i) Bid Document Fee (Cost of bidding document)</b>	::	<b>NIL</b>
	<b>ii) Earnest Money Deposit (EMD)</b>	::	<b>NIL</b>
<b>2.0</b>	Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.	::	<b>NA</b>
<b>2.2</b>	i) Starting date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at <a href="https://kopt.enivida.in">https://kopt.enivida.in</a>	::	<b>15/10/2020, from 11:30 Hrs(IST)</b>
	ii) Closing date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at <a href="https://kopt.enivida.in">https://kopt.enivida.in</a>	::	<b>05/11/2020, up to 15:00 Hrs(IST)</b>
	<b>iii) Date &amp; time of opening of Techno-commercial Bid of Tender</b>	::	<b>06/11/2020, 15:30 Hrs. (IST) onwards.</b>

## **2. SHORT TENDER NOTICE**

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 REGISTRATIONScheme)** for supply and delivery of 'Industrial Safety Shoes' (as per tender BOQ) to Haldia Dock Complex, as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

➤ <b>Name of work</b>	::	Supply and delivery of "Industrial Safety Shoes" to Haldia Dock Complex,
➤ <b>E-Tender No</b>	::	<b>HDC/MM/LT-15/48/108</b>
➤ <b>Date and Time for pre-bid meeting &amp; site visit</b>	::	<b>NA</b>
➤ <b>Last date of submission of e-tender and opening of Techno Commercial Part</b>	::	<b>Submission Up to 15:00 hrs. on 05/11/2020 Opening After 15:30 hrs. on 06/11/2020</b>

Details of the Tender & Tender Documents are available in web site of Railtel and have to participate in bidding process through their website <https://kopt.enivida.in> only.

### **3. NOTICE INVITING TENDER**

**WORK TITLE:** - Supply and delivery of “Industrial Safety Shoes” (As per Bill Of Quantities) to Haldia Dock Complex.

#### **3.1 E-TENDER NO: HDC/MM/LT-15/48/108**

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 REGISTRATIONScheme) for supply and delivery of ‘Industrial Safety Shoes’ (as per tender BOQ) to Haldia Dock Complex with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria;

#### **3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS: -**

i) Average Annual Financial Turnover during the last three years, ending on **31-03-2020**, should be at least **Rs. 1, 48,648.00**

ii) The prospective bidder(s) should submit credential for supply of Safety Shoes as for a cumulative amount of **Rs. 2,98,000.00** (Rupees two lakh ninety eight thousand only) minimum in any number of orders, during last 7 (seven) years, to Govt., PSU or Public / Private organization which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents : i) Receipted Challan, ii) Certificate of Execution, iii) GRN, iv) Excise Invoice, v) Tax Invoice, vi) Consignment Note. etc. as a proof of supply.

iii) Similar works means: Supply and delivery of Safety Shoes to State Govt./Central Govt./ PSU or Public / Private organization, which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents:

Certificate of execution / Goods Receipt Note / Excise Invoice / Tax Invoice / Receipted challan copy / Payment receipted documents or any other documents substantiating the proof of supply of materials to the satisfaction of the tender issuing authority.

#### **3.3 TENDER AUTHORITY:-**

Sr. Dy. Manager (MM), Haldia Dock Complex, Jawahar Tower [2<sup>nd</sup> Floor], P.O.- Haldia, Dist. Purba Medinipur – 721 607, Tele-Fax: - [03224]-263266.

<b>Due Date Of submission</b>	<b>05.11.2020</b>	<b>Time</b>	<b>UPTO 15:00 hrs.</b>	<b>Date of Opening of Techno Commercial Bid of the Tender</b>	<b>06.11.2020</b>	<b>Time</b>	<b>15:30 hrs. onwards.</b>
<b>Bid document will be available on Railtel Portal. Bidders will have to participate in bidding process through website <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> only</b>							
Date and Time for pre-bid meeting & site visit			<b>NA</b>				

Cost of Tender document (Non-refundable)	<b>NIL</b>
Earnest Money Deposit	<b>NIL</b>
Time Of Completion	<b>150 (One hundred fifty) days from the date of receipt of order by the successful bidder.</b>

### 3.4 OTHER INSTRUCTIONS:-

3.4.1 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 REGISTRATIONScheme) for Supply and delivery of “**Industrial Safety Shoes**” (As per Bill Of Quantities) to Haldia Dock Complex.

3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site of RAILTEL PORTAL and have to participate in bidding process through their website <https://kopt.enivida.in> only.

3.4.3 E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document downloaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

3.4.4 Bidders shall submit the Bid Document as stipulated in the “Instructions To Bidders” of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

3.4.5 E-Tenderers will be received through RAILTEL PORTAL up to 15:00 hrs. on the last date of submission and opening of tender specified above.

3.4.6 Techno Commercial Part of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

3.4.7 Price Part of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

3.4.8 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

3.4.9 It is stated here that the subject tender may not be extended further.

3.4.10 Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**Sr. Dy. Manager (MM)  
Haldia Dock Complex**

#### **4. Important instructions for E-procurement**

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

Further, bidders are requested to go through the following information and instructions available on the Railtel Portal <https://kopt.enivida.in> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

#### **Contact Persons (Kolkata Port Trust, Haldia Dock Complex):**

1. S. P. Bhattacharjee, Sr. Dy. Manager(MM), Mob: 9434063649, email: [spb.hdc@nic.in](mailto:spb.hdc@nic.in)
2. R. R. Khan, Asstt. Manager (MM), Mob: 9800334462, e mail: [rrkhan.hdc@nic.in](mailto:rrkhan.hdc@nic.in)

#### **Contact persons (RailTel Portal):**

1. Sri Siddharth Ghosh – Mob: 9355030604 email: [ewizardsiddharth@gmail.com](mailto:ewizardsiddharth@gmail.com) See Kolkata Port Trust e-Procurement Portal for Contact details.

1.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2.	E-tender cannot be accessed after the due date and time mentioned in NIT.
3.	KoPT 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.
4.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5.	No deviation to the technical and commercial terms & conditions are allowed.
6.	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7.	The bid will be evaluated based on the filled-in technical & commercial formats.
8.	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda". <b>A declaration in this regard is to be made by the bidder.</b>
9.	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the Railtel Portal



## **KOPT eNivida 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.kolkataporttrust.gov.in/](http://www.kolkataporttrust.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 eNivida 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. Sify / TCS / 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](mailto: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 Colour 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 KOPT.
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 eNivida 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. 011-49606060/7278929467/8448288981**

**Mail id: - enividahelpdesk@gmail.com/ [ewizardkumar@gmail.com](mailto:ewizardkumar@gmail.com)**

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## **5. INSTRUCTION TO BIDDER**

### **E-TENDER FOR SUPPLY AND DELIVERY OF “INDUSTRIAL SAFETY SHOES” (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX.**

**E -TENDER NO: HDC/MM/LT-15/48/108**

#### **5.0 PREFACE:**

The Supply and Delivery work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the SR. DY. MANAGER (MM) on any working day before quoting for the tender.

#### **5.1 EARNEST MONEY:**

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.

Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.

##### **5.1.1** Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting bidder :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) DD/BC No. :

##### **5.1.2** Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting bidder :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) DD/BC No. :

Tender submitted without requisite Earnest Money and tender paper will be liable for rejection.

## 5.2 **MODE OF SUBMISSION OF BID :**

5.2.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

5.2.2 Techno commercial part shall contain the following which are to be uploaded: -

- a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) The un-priced “Abstract Form Of Tender” & “Form Of Tender” (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.
- d) Bidder’s information to be submitted as per enclosed format marked as Annexure-II.
- e) A Declaration as per ‘**Annexure – I**’ that no conditions / deviations have been added in the price part of the Bid.
- f) Scan copy of the following documents to be uploaded:-
  - i) GSTIN / Provisional GST registration certificate.
  - ii) Valid Professional Tax Clearance Certificate / Up to date tax payment.
- g) Credentials in the form of copies of Letters of Award of Works (supply) along with corresponding document to justify that the intending bidder satisfies the pre-qualification criteria, regarding completion of supply.
- h) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (**i.e. 2016-2017, 2017-2018, 2018-2019**).
- i) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

5.2.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

## 5.3 **OPENING OF BIDS:**

Only Techno Commercial Part as stated above will be opened on the date and time as fixed in the e-tender document on line.

#### **5.4 SECURITY DEPOSIT:**

**5.4.1** For the successful Bidder, the **Security Deposit** shall be converted from the Earnest Money deposit, if any, in accordance with clause 3.4 (f) and (g) of the General Conditions of Contract.

**5.4.2** Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

#### **5.5 REFUND OF EARNEST MONEY:**

The Earnest Money received, if any, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after finalization of the e-Tender.

#### **5.6 VALIDITY OF OFFER:**

The e-tender shall remain valid for a period of **120 [One Hundred Twenty] Days** from the date of opening 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 e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

#### **5.7 DETAILED SCRUTINY OF E-TENDERERS:**

**5.7.1** During the course of examination of Techno Commercial Part of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened.

**5.7.2** During techno-Commercial Evaluation of tender, an offer shall be considered **non-responsive** in case :-

- (i) Requisite earnest money is not deposited.
- (ii) is not accompanied by requisite tender paper cost,
- (iii) validity of the offer is less than tender stipulation,
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

In addition to above, a bidder may be disqualified if –

a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last five years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

#### **5.8 For Micro & Small Enterprises (MSEs) registered with NSIC:-**

**5.8.1** Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves waiver of EMD and cost of tender documents :-

5.8.2 Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.

**5.9 Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs** should have documentary evidences, to get benefit in this regard.

[Note:-Bidders shall upload scanned copy of necessary document in this regard]

**5.9.1 For Micro & Small Enterprises (MSEs) registered with NSIC:**

If eligible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with Authorities 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. It is not obligatory on the part of the Trustees to accept of 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

**5.10 ACCEPTANCE OF TENDER:**

5.10.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

5.10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

5.10.3 The successful Tenderer will be notified in writing of the acceptance of his tender.

5.10.4 Work experience, as a sub-supplier or supply contractor shall not be considered as the requisite qualification

**5.11 MISCELLANEOUS:**

(i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.

(ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.

(iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.

(iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.

(v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.

(vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

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### **6. Commercial Terms & Conditions:**

<b>Sl. No.</b>	<b>Terms &amp; Conditions</b>
<b>1</b>	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
<b>2</b>	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.
<b>3</b>	<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 for MSEs or Udhog Aadhar or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.</b>
<b>4</b>	<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>
<b>5</b>	<b>Copy of valid NSIC Certificate for MSEs / Udhog Aadhar Certificate/ DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.</b>
<b>6</b>	<b>Due date of submission of tender will not be extended under any situation.</b>
<b>7</b>	<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.</b>
<b>8</b>	<b><u>SCOPE OF WORK:</u></b> The work comprises of manufacture, supply, delivery, unloading & stacking of Industrial Safety Shoes as specified in the Bill of Quantities at Central Stores of MM Division at Chiranjibpur of Haldia Dock Complex or any other point of delivery, as per the purchase order, which would be issued to the successful bidder(s).
<b>9</b>	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.
<b>10</b>	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 Sr. Dy. Manager (MM), Haldia Dock Complex, thereon shall be final and binding upon all parties.
<b>11</b>	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. General Conditions of Contract is also available at KoPT's website ( <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a> ).



12	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.
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.
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.
16	Bidders may visit Central Store, MM Division of Haldia Dock Complex at Chiranjibpur, Haldia 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 Sr. Dy. 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.
17	Authority in signing the documents for submission of Tender / Offer:
17.1	All documents to be uploaded by the bidder should be signed under official seal by – In case the Tender is submitted by a Proprietorship Firm, the same should be signed either by Proprietor or other person, holding a valid Power of Attorney from the Proprietor, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.
17.2	In case the Tender is submitted by a Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partners.
17.3	In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney executed in his favour (in connection with this Tender) and the signature of such Power of Attorney holder should also be attested, in accordance with the constitution of the Limited Company.
18	<b><u>VALIDITY :</u></b> The tender shall remain open for acceptance for a period of <b>120 days</b> 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.
19	<b><u>NON- RESPONSIVE BIDDER :-</u></b> The offer/tender shall be treated as non-responsive, if :
19.1	<b>120</b> days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.
19.2	Offer / tender is submitted with any deviation from the tender terms & conditions.
20	<b><u>SECURITY DEPOSIT :</u></b>
20.1	The successful bidder will submit the security deposit equal to 5% of the basic contract value. The successful bidder shall pay Security Deposit by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalized Bank of India drawn in favour of Haldia Dock Complex and payable at Halide, within 30 days from the date of placement of order. Failing which, the HDC reserves the right to cancel the acceptance.
20.2	The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period.

20.3	If the contract value of Rs. One lakh and above, the supplier shall be offered a DD or Bank Guarantee in the form of Security Deposit by any nationalized/scheduled bank payable at Haldia. The Bank Guarantee shall be submitted in the format available with HDC.
20.4	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'.
20.5	The security deposit converted into performance bank Guarantee for the period of 9(Nine) months.
21	<p><b>PRICES:</b> Price should be quoted <b>F.O.R</b> HDC's site store(s), MM Division, Haldia, i.e. on free delivery basis up to site store(s) of MM, HDC at Haldia but exclusive of GST.</p> <p>i) The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II). Price(s) shall be quoted up to F.O.R. destination, Haldia, including charges for manufacturing, packing, forwarding, loading, stacking, transportation, unloading, and transit risk, necessary for the complete services as described in the documents i.e. on free delivery basis up to Central Store/ site, at Chiranjibpur, Haldia.</p> <p>ii) The Bidder shall state clearly the percentage of GST as applicable quoted in Annexure-III.</p> <p>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.</p> <p>iv) Price(s) to be quoted should remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in Taxes. In case of decrease in rates of statutory taxes, the price would be correspondingly decreased.</p>
22	<p><b>EVALUATION CRITERIA:</b></p> <p>i) Evaluation will be made on the lowest (L1) landed price exclusive of GST quoted against individual items among <b>accepted sample(s)</b> and the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small &amp; 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.</p> <p>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.</p> <p>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.</p>

<b>23</b>	<b>INSPECTION AND TESTING</b> Safety shoes will be inspected after delivery. Successful bidder is required to submit of <b>21 (twenty one) pairs</b> (three pairs of each sizes as per BOQ) as per approved sample within <b>30 days</b> from the date of receipt of purchase order at the Central Store, Chiranjibpur, HDC, Haldia.
23.1	Out of <b>21 (twenty one) pairs</b> (three pairs of each sizes as per BOQ), non adjustable <b>14 pairs</b> will be used for the collection of actual break up of sizes of eligible employees of HDC. Remaining adjustable <b>7 pairs</b> will be used for the inspection at the Central Store, Chiranjibpur, HDC, Haldia are adjustable.
23.2	The safety shoes will be inspected as well as collection of actual break up of sizes of eligible employees of HDC by the authorized representatives of HDC; KoPT within <b>45 days</b> from date of receipt of aforesaid <b>21 (twenty one) pairs</b> (three pairs of each sizes as per BOQ).
23.3	The successful bidder will be intimated for the final clearance after completion of above procedures, as stated at 23.1 & 23.2 for issuing of the rest of bulk quantity, i.e. (actual break up of sizes of eligible employees of HDC in pairs minus 7 pairs) within 45 days from date of receipt of aforesaid <b>21 (twenty one) pairs</b> (three pairs of each sizes as per BOQ).
23.4	The materials supplied by the supplier should strictly conform to the laid down specifications of the tender/order and the accepted sample(s). If necessary, after supply the materials at Central Store, Chiranjibpur, Haldia, samples from the supply may be drawn and the same will be tested by Trustee's own arrangement or by Government Test House. If found inferior to the laid down specifications of tender/order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost.
<b>24</b>	<b>PAYMENT:</b> 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 Sr. Dy. Manager (MM)'s Office with necessary documents e.g., receipted challan in duplicate, 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 centres 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 maximum three instalments.
<b>25</b>	<b>DELIVERY:</b> Delivery of materials shall be completed within 150 days from the date of receipt of the order. The delivery period will constitute the following:
<b>25.1</b>	The successful bidder will submit free of cost <b>21 (twenty one) pairs</b> (three pairs of each sizes as per BOQ) within <b>30 days</b> from the date of receipt of order, placed by HDC for the purpose of inspection as well as for the collection of actual break up of sizes of eligible employees of HDC. If the successful bidder fails to deliver the aforesaid lot of Industrial Safety Shoes within 30 days from the date of receipt of order, the extra time will be considered for imposition of LD on supplier's account.
<b>25.2</b>	The actual break up of sizes will be provided by HDC within <b>45 days</b> from the date of receipt of safety shoes (as stated at 25.1) from the successful bidder. Extra time then taken by HDC may be waived for imposition of LD.

<b>25.3</b>	The successful supplier will deliver the <b>remaining bulk quantity</b> i.e. (actual break up of sizes of eligible employees of HDC in pairs minus 7 pairs) within the <b>75 days</b> from the date of receipt of the final intimation for break up of sizes from HDC, failing which the LD will be imposed on extra time, to be taken by the supplier.
<b>25.4</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>26</b>	<p><b><u>PACKING:</u></b></p> <p>Suppliers shall be responsible for proper packing and delivery of materials in good condition. Materials shall be packed in proper way by the supplier at his own cost and arrangement for protection against damage, loss, leakage, breakage etc.</p>
<b>27</b>	<p><b>TECHNICAL CATALOGUE/ PRODUCT DATA SHEET/ USER MANUAL :</b></p> <p>The bidders shall have to submit Technical Catalogue/ Product Data Sheet/User Manual of their quoted product(s) along with their techno-commercial bids as well with supply.</p>
<b>28</b>	<p><b>TEST CERTIFICATE :</b></p> <p>Test Certificate must be produced at the time of inspection of the materials and the same must accompany with the supply.</p>
<b>29</b>	<p><b>BIS LICENCE :</b></p> <p>Valid BIS License for the quoted safety shoes must be produced at the time of inspection of the materials and the same must accompany with the supply.</p>
<b>30</b>	<p><b><u>DESPATCH ARRANGEMENTS:</u></b></p> <p>The supplier shall be fully responsible for any transit loss or damage to the materials.</p> <p>The supplier shall send advance intimation as to the actual date of delivery of each and every instalment of supply. Delivery of materials will not be accepted on Saturday, 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.</p> <p>In case <b>e-way bill</b> is required to deliver the materials, suppliers need to arrange themselves for the same through latest online portal.</p>

31	<p><b><u>GUARANTEE CERTIFICATE :</u></b></p> <p>The material shall have to be guaranteed against defects by the supplier for a period of <b>06</b> (Six) months from the date of final 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 Bidder at their own cost. A Guarantee certificate should be submitted by the supplier along with the delivery materials at Central Store.</p>
32	<p><b><u>TRANSIT RISK :</u></b></p> <p>Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.</p>
33	<p><b><u>DOCK PERMITS :</u></b></p> <p>The successful Bidder shall have to obtain permits from the Central Store (MM Divn.), HDC at Chiranjibpur or at the Office of the Sr. Dy. 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.</p>
34	<p><b><u>REJECTION OF MATERIALS:</u></b></p> <p>Notwithstanding the inspection and passing of materials by Trustees' authorized person, 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.</p> <p>Notwithstanding the inspection and passing of materials by Trustees' authorized person, 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.</p> <p>The supplier shall at his own arrangement and cost replace within a period of 1 (one) month of all such defective and rejected materials.</p> <p>Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Central Store, M.M. Division, 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, 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.</p>
35	<p><b><u>LIQUIDATED DAMAGES:</u></b></p> <p>If the successful bidder (supplier) fails to complete the supply within the stipulated date or, such the extension thereof as communicated by the Sr. Dy. Manager(MM) 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 GST)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 GST) of the order. GST on L. D. amount at the prevailing rate (presently @18.0%) will be levied.</p> <p>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 on L.D. amount as per law in force, shall be levied. Any delay will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.</p>
36	<p><b><u>BANNED OR DE – LISTED CONTRACTORS:</u></b></p> <p>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 –Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.</p>

37	<b><u>FORCE MAJEURE:</u></b> 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 the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub- Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.								
38	<b><u>JURISDICTION OF COURT :</u></b> The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Kolkata.								
39	<b><u>WORKMEN COMPENSATION :</u></b> The successful bidder(s) 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.								
40	<b><u>PERSONAL PROTECTIVE EQUIPMENT(PPE):</u></b> Suppliers and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of supply of materials inside the dock premises.								
41	<b><u>SAMPLES :</u></b> Non adjustable Sample of Industrial Safety Shoe, 01(one) pair must be submitted before opening of Techno-Commercial bid of the Tender(Part-1), as specified in the Tender Document with proper marking including Sample No., Name of the bidder, Tender no., Address, Contact no. etc. at the office of Tendering Authority (Sr. Dy. Manager [Materials Management], 2nd floor Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607),  Sample Industrial Safety Shoe will be acceptable only after verification and selection made by sample selection committee of HDC.  Submission of sample along with the offer by bidder will not mean that a particular bidder will be automatically considered qualified for price bid opening but their bids will be reviewed techno commercially as well as their submitted sample will be scrutinized by sample selection committee and once their offer is technically accepted and their sample are also accepted then only bidder would be considered qualified for opening their price bids.								
42	<b><u>DEFAULT CRITERIA:</u></b> HDC may serve a written notice of default to the Supplier in case of following situations <table><tr><td>i)</td><td>If supplier fails to deliver any or all of the materials within the Time period(s) specified in the contract or any extension thereof granted by HDC.</td></tr><tr><td>ii)</td><td>Delivery is unsatisfactory as per Tender Terms.</td></tr><tr><td>iii)</td><td>If supplier fails/delays to perform any other obligation(s) under the Contract.</td></tr><tr><td>iv)</td><td>In either of the above circumstances, does not remedy his failure within a period as specified in contract or such period as HDC may authorize in writing after serving default notice to the supplier.  In the event of failing the clause (iv) above, the EMD and Security Money of the supplier will be forfeited along with banning/Blacklisting as deemed appropriate by HDC .</td></tr></table>	i)	If supplier fails to deliver any or all of the materials within the Time period(s) specified in the contract or any extension thereof granted by HDC.	ii)	Delivery is unsatisfactory as per Tender Terms.	iii)	If supplier fails/delays to perform any other obligation(s) under the Contract.	iv)	In either of the above circumstances, does not remedy his failure within a period as specified in contract or such period as HDC may authorize in writing after serving default notice to the supplier.  In the event of failing the clause (iv) above, the EMD and Security Money of the supplier will be forfeited along with banning/Blacklisting as deemed appropriate by HDC .
i)	If supplier fails to deliver any or all of the materials within the Time period(s) specified in the contract or any extension thereof granted by HDC.								
ii)	Delivery is unsatisfactory as per Tender Terms.								
iii)	If supplier fails/delays to perform any other obligation(s) under the Contract.								
iv)	In either of the above circumstances, does not remedy his failure within a period as specified in contract or such period as HDC may authorize in writing after serving default notice to the supplier.  In the event of failing the clause (iv) above, the EMD and Security Money of the supplier will be forfeited along with banning/Blacklisting as deemed appropriate by HDC .								

## **7. PREAMBLE TO THE BILL OF QUANTITIES**

**E-TENDER FOR SUPPLY AND DELIVERY OF “INDUSTRIAL SAFETY SHOES” (AS PER BILL OF QUANTITIES) TO HALDIA DOCK COMPLEX.**

**E -TENDER NO : HDC/MM/LT-15/48/108**

7.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

7.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

7.3 This being an **item rate tender**, the Bidder shall quote his **rates against all items on line** based on his own analysis.

**The Tender Price thus established would be taken for comparative evaluation, subject to the relevant provisions of the tender.**

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### **8. BILL OF QUANTITIES (UN-PRICED BID)**

(To be printed on the bidder's Letter Head dully filled scanned and uploaded after seal and signature)

[BIDDERS NOT TO QUOTE HERE]

Tender for supply & delivery of "Industrial Safety Shoes"

Tender No.: HDC/MM/LT-15/48/108

Sl. No.	Description Of Item	Unit	Quantity (Approx.)	If your offer exactly match to our specification, write 'YES', else give your technical details & specify make / brand
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, ISI & DGMS Marked.  <b><u>Sizes 5-11</u></b>	<b>Pairs</b>	<b>975</b>	

**Note:** - Sample for **Industrial Safety Shoes** must be submitted at the office of M.M. Division, HDC, as per clause no. 41, under heading Samples of Tender Document.

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**Signature of Tenderer with Office Seal**



## **9. ANNEXURE-I**

### **DECLARATION OF THE BIDDER**

**FORMAT FOR SUBMITTING DECLARATION REGARDING BANNING / DELISTING, BIDDING DOCUMENTS DOWNLOADED FROM WEBSITE, PRICE SCHEDULE, ETC.**

**[To be printed on the bidder's Letter Head duly filled and uploaded after seal & signing]**

To,  
Sr. Dy. Manager (MM)  
Haldia Dock Complex ;  
Kolkata Port Trust.

**Name of Work:**

**PROCUREMENT OF "INDUSTRIAL SAFETY SHOES" (as per the Bill of Quantities) to Haldia Dock Complex, Haldia. .**

**Tender No. : HDC/MM/LT-15/48/108**

I....., the authorized signatory of the  
.....(Name of the Company /Firm) do hereby declare / confirm that  
:

**\* I / We have not been debarred or de-listed by any Government or Quasi-Government Agencies or Public Sector Undertaking in India.**

**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 not made any addition / modification / alteration in the Bidding Documents hosted in the websites.**

**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. The offered prices would be given in the "Price Bid ( Part-II)" electronically, through the website of RAILTEL PORTAL only.**

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

**I/We have not made any addition/ modifications/alteration in the Bidding Documents hosted in the websites.**

**I/We have submitted all the information applicable as per Annexure-II.**

**The offered prices would be given in the "Price Bid (section)" electronically, through the Website of RAILTEL PORTAL Ltd. only.**

**Signature of authorized person of the bidder  
(With office seal)**

**\* In case the firm has been debarred or de-listed by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly, after modifying the sentence, suitably.**

**10. ANNEXURE-II**

**BIDDER'S INFORMATION**

(To be printed on the bidder's Letter Head dully filled scanned and uploaded after seal and signature)

**GENERAL INFORMATION OF THE BIDDER**

The bidder must submit the information in this format.

<b>1.</b>	<b>Information regarding bidder's authorized representative(s) / contact person(s)</b>		
	<b>a )</b>	<b>Name(s)</b>	
	<b>b )</b>	<b>Address(es)</b>	
	<b>c )</b>	<b>Telephone number(s)</b>	
	<b>d )</b>	<b>Facsimile number(s)</b>	
	<b>e )</b>	<b>Electronic mail address</b>	
<b>2.</b>	<b>a )</b>	<b>Address of the branch office, if any</b>	
	<b>b )</b>	<b>Name of the contact person at branch office</b>	
	<b>c )</b>	<b>Telephone number(s)</b>	
	<b>d )</b>	<b>Facsimile number(s)</b>	
	<b>e )</b>	<b>Electronic mail address</b>	
<b>3.</b>	<b>Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited/ Pvt. Limited Company</b>		
<b>4.</b>	<b>Details of the Banker(s):</b>		
	<b>a )</b>	<b>Name of the Banker(s) in full.</b>	
	<b>b )</b>	<b>Address(es) of the Banker(s)</b>	
	<b>c )</b>	<b>Telephone number(s)</b>	
	<b>d )</b>	<b>Facsimile number(s)</b>	
	<b>e )</b>	<b>Electronic mail address</b>	
	<b>f )</b>	<b>Name(s) of the contact person(s)</b>	

5.	Bank details for ECS payment :	
	a ) Bank Account number.	
	b ) Name of the bank.	
	c ) Name of the branch.	
	d ) Address of the branch.	
	e ) IFSC code	
6.	Income Tax details (if applicable) :	
a )	Permanent Account Number (PAN)	
b )	GST Registration Number	
7.	Employees' Provident Fund (EPF) Code No., if applicable	
8.	Employees' State Insurance (ESI) Code No., if applicable	

**Signature of Tenderer with Office Seal**

**11. ANNEXURE-III**

**TO INDICATE THE FOLLOWING DETAILS OF GST:**

**(To be printed on the bidder's Letter Head duly filled scanned and uploaded after seal and signature)**

Sl. No.	Item Description	HSN Code	GST Rate (In %)		
			CGST Rate	SGST Rate	IGST Rate
1	INDUSTRIAL SAFETY SHOES				

**Signature of Tenderer with Office Seal**

**12. ANNEXURE-IV**

**Bidder's Bank Details**

(To be printed on the bidder's Letter Head duly filled scanned and uploaded after seal and signature)

<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>	

**Signature of Tenderer with Office Seal**

13. ANNEXURE-V

PART-II

PRICED BILL OF QUANTITIES

[BIDDERS NOT TO QUOTE HERE]

Sl. No.	Description Of Item	Unit	Quantity (Approx)	Unit Landed Price exclusive of GST On F.O.R. Upto HDC's Store (Rs./Unit)
1.	<u>Industrial Safety Shoes :</u> 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, ISI & DGMS Marked.  <u>Sizes 5-11</u>	Pairs	975	

#### **14. ANNEXURE-VI**

##### **CHECKLIST**

**(To be printed on the bidder's Letter Head duly filled scanned and uploaded after seal and signature):-**

<b>SI No.</b>	<b>DOCUMENTS TO BE UPLOADED (IF APPLICABLE)</b>	<b>YES /NO/NA (as the case may be)</b>
1.	Details of Bid Document Fee submission :	
2.	Details of Earnest Money Deposit (EMD) submission :	
3.	Goods and services tax registration certificate :	
4.	Certificate for allotment of Employees Provident Fund (EPF) code no. :	
5.	Registration certificate of Employees State Insurance (ESI) :	
6.	PAN card :	
7.	Valid Trade license or Trade certificate of enlistment or certificate of incorporation or certificate of registration or certificate of proof nationality of any country. :	
8.	Valid NSIC certificate and DIC certificate :	
9.	Audited balance sheet and profit and loss accounts for the last three financial years. :	
10.	Credential for supply of similar work to Government /PSU/ Public or Private organization for the last five year along with any one or more of the documents. :	
	A) Receipted challans.	
	B) Certificate of execution goods receipt note, excise invoice, tax invoice, consignment note or any other document as a proof of supply	
11.	Certificate of Equivalence of Grad and Technical Literature.	
12.	Any Other Document(s) Deemed Necessary as per Tender. :	

**Signature of Tenderer with Office Seal**