



श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता / SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(भूतपूर्व कोलकाता पत्तन न्यास / Erstwhile Kolkata Port Trust)
कोलकाता गोदी प्रणाली / KOLKATA DOCK SYSTEM

सामग्री प्रबंधन प्रभाग / MATERIALS MANAGEMENT DIVISION
6, गार्डन रीच रोड, कोलकाता / Garden Reach Road, Kolkata – 700023

निविदा दस्तावेज / TENDER DOCUMENT

के लिये / For

“एसएमपी, कोलकाता के तहत कोलकाता गोदी प्रणाली के लिए सुरक्षा जूते और सुरक्षा हेलमेट की खरीद के लिए ई-निविदा”

/

E-tender for Procurement of Safety Shoes and Safety Helmets for Kolkata Dock System under SMP, Kolkata

निविदा आमंत्रण सूचना संख्या :एसटीआर /एडीवीटी/13/21-22/10/III दिनांक 05.01.2022

NOTICE INVITING TENDER No. Str/Advt/13/21-22/10/III dt. 05.01.2022

ई-निविदा जमा करने की प्रारंभ तिथि / Start date of submission of e-tender : 29.06.2022 at 10.00 hrs.

ई-निविदा बंद करने की तिथि / Closing date for e-Tender : 20.07.2022 at 16.00 hrs.

तकनीकी-वाणिज्यिक बोली खोलने की तिथि /Date of opening of Techno-Commercial Bid : 21.07.2022 at 15.00 hrs.

TENDER DOCUMENT
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Erstwhile Kolkata Port Trust)

KOLKATA DOCK SYSTEM
MATERIALS MANAGEMENT DIVISION
6, GARDEN REACH ROAD
KOLKATA - 700023

E-tender for Procurement of Safety Shoes and Safety Helmets for Kolkata Dock System under SMP, Kolkata / एसएमपी, कोलकाता के तहत कोलकाता गोदी प्रणाली के लिए सुरक्षा जूते और सुरक्षा हेलमेट की खरीद के लिए ई-निविदा

NOTICE INVITING TENDER No. Str/Advt/13/21-22/10/III Dated: 05.01.2022
TENDER NOTICE/ निविदा सूचना:

Materials Management Division under Mechanical & Electrical Engineering Department of SMP, Kolkata invites online offers under Two part system (i.e. Techno-Commercial Bid and Price Bid) for Procurement of Safety Shoes and Safety Helmets as per the technical specifications contained herein the tender documents **from Manufacturers or their Authorized Agents / Dealers / Distributors / Stockiest.**

एसएमपी, कोलकाता के यांत्रिक व विद्युत अभियंत्रण विभाग के अंतर्गत सामग्री प्रबंधन प्रभाग ने निर्माताओं या उनके अधिकृत एजेंटों/डीलरों/वितरकों/स्टॉकिस्ट से निविदा दस्तावेजों में निहित तकनीकी विनिर्देशों के अनुसार सुरक्षा जूते और सुरक्षा हेलमेट की खरीद के लिए दो भाग प्रणाली (यानी तकनीकी-वाणिज्यिक बोली और मूल्य बोली) के तहत ऑनलाइन प्रस्ताव आमंत्रित करता है।

This is a TWO PART TENDER. For this the offer shall have to be uploaded in two separate parts namely "Techno-commercial Bid" and "Price Bid." The "price bid" of only the bidders who's "Techno-commercial Bid" are found satisfactory, will be opened.

यह दो भाग का टेंडर है। इसके लिए ऑफर को दो अलग-अलग हिस्सों में अपलोड करना होगा, नामत " तकनीकी-वाणिज्यिक बोली " और " मूल्य बोली" । केवल उन बोलीदाताओं की "मूल्य बोली" खोली जाएगी जिनकी "तकनीकी-वाणिज्यिक बोली" संतोषजनक पाई जाती है।

Bid Document may be downloaded from RailTel's e-NIVIDA Portal website i.e. <https://kopt.enivida.in/> and SMP, Kolkata website. <https://smporkolkata.shipping.gov.in/> Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

बोली दस्तावेज रेलटेल की ई-निविदा पोर्टल वेबसाइट यानी <https://kopt.enivida.in/> और एसएमपी, कोलकाता वेबसाइट यानी https://smporkolkata.shipping.gov.in से डाउनलोड किया जा सकता है। / शुद्धिपत्र या स्पष्टीकरण, यदि कोई हो, केवल उपर्युक्त वेबसाइटों पर ही डाला जाएगा।

iii) RailTel Tender Processing Fee (Non - refundable)	Mode of Payment:- E-payment Only through Debit/Credit Card or Net Banking. Tender Processing Fee(TPF)- 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST Registration Charges: Rs. 2000/- + Applicable GST Per Year
g. Last date of submission of Bid Document fee & EMD at KDS (DD/MM/YYYY)	20.07.2022 up to 16.00 hrs.
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at https://kopt.enivida.in/ (DD/MM/YYYY)	29.06.2022 at 10.00 hrs.
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. (DD/MM/YYYY)	20.07.2022 up to 16.00 hrs.
j. Date of sample selection by the committee of KDS (DD/MM/YYYY)	21.07.2022 at 12.00 hrs
k. Date & time of opening of Techno-Commercial Bid (DD/MM/YYYY)	21.07.2022 at 15.00 hrs.
l. Date & time of opening of Price Bid (DD/MM/YYYY)	To be informed separately by letter or email or telephone.

List of Annexure

Instructions to Tenderers	Annexure - A
Commercial Terms & Condition	Annexure - B
Schedule of Requirement	Annexure - C
Contract forms	Annexure - D
Bid Securing Declaration Form	Annexure - E
Check List	Annexure - F

INSTRUCTIONS TO TENDERERS

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

You are requested to read the terms & conditions of this tender before submitting your 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	<p>Online tenders through RailTel's eNIVIDA Portal are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic Contractors for executing the work.</p> <p>The tender document through RailTel's eNIVIDA Portal is open from 23.02.2021 to 23.03.2021 and can be downloaded from the official website of SMP, Kolkata and through RailTel's eNIVIDA Portal.</p> <p>The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: https://smpportkolkata.shipping.gov.in/ and RailTel's eNIVIDA https://kopt.enivida.in/ and bidders are required to submit tender offer through RailTel's eNIVIDA Portal on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the RailTel's eNIVIDA.</p> <p>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 eNIVIDA Portal https://kopt.enivida.in/ before responding to this e-tender :</p> <ul style="list-style-type: none"> • Bidders Manual Kit • Help for Contractors • FAQ <p>Contact persons (enivida Portal): Phone Nos.: 7278929467 / 8448288981 Email ID: enividahelpdesk@gmail.com & ewizardkumar@gmail.com</p>			
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://kopt.enivida.in/</p> <p>(A). Part – I (Techno-Commercial bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.</p> <p>(B) Part – II (Price bid): Would be opened electronically of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by SMP, Kolkata. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail/telephone/letter. Bidder(s) can witness the 6 opening of Bids electronically.</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.</p>			
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>			
4	<p>In case of any clarification, please contact SMP, Kolkata (before the scheduled time of the tender). Contact person (SMP, Kolkata):</p> <table border="1" data-bbox="194 1776 1477 1944"> <tr> <td data-bbox="194 1776 619 1944"> <p>1. Mr. D. Das Dy. Chief Mech. Engineer-II Mob No.9674720043 Email:ddas@kolkataporttrust.gov.in</p> </td> <td data-bbox="625 1776 1050 1944"> <p>2. Mr. N. Bhutia Sr. Dy. Materials Manager-I Mob No. 9051888657 Email:nbhutia@kolkataporttrust.gov.in</p> </td> <td data-bbox="1056 1776 1477 1944"> <p>3. Mr. B. Kumar Executive Engineer Mob No. 9454226779 Email:bharatkumar@kolkataporttrust.gov.in</p> </td> </tr> </table>	<p>1. Mr. D. Das Dy. Chief Mech. Engineer-II Mob No.9674720043 Email:ddas@kolkataporttrust.gov.in</p>	<p>2. Mr. N. Bhutia Sr. Dy. Materials Manager-I Mob No. 9051888657 Email:nbhutia@kolkataporttrust.gov.in</p>	<p>3. Mr. B. Kumar Executive Engineer Mob No. 9454226779 Email:bharatkumar@kolkataporttrust.gov.in</p>
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5	All notices /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by SMP, Kolkata. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with RailTel's eNIVIDA portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT
7	<p>(a). MSEs registered with NSIC under Single Point Registration scheme/DIC are exempted from depositing Tender Fee and Earnest Money. But all the NSIC/DIC registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily be rejected.</p> <p>(b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno- Commercial Bid as well as Price Bid.</p> <p>(c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfils all the terms and conditions of the Tender Document.</p> <p>(e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(f). SMP, Kolkata 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.</p> <p>(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 and conditions for the tender.</p> <p>(h). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.</p>
8	The e-tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	SMP, Kolkata has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
12	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13	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.
14	Price bid must be filled-up in EXCEL Sheet through eNIVIDA PORTAL (which is uploaded by SMP, Kolkata).
15	EMD & Tender Fee should reach this office physically before opening of Tender document, failing which techno-commercial bid will not be opened.
16	EMD & Tender Fee details are to be treated as essential documents should upload with the other essential documents.

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

- Tenders are invited from Manufactures or their Authorized Agents /Dealers / Distributors /Stockiest.
- Following documents for meeting the pre-qualification criteria should be uploaded along with offer otherwise their offer may be rejected:-
 - i) Having experience in successfully executing supply of **similar items*** to Govt. , PSU or Public /Private Organization during last 2 years ending 30th April 2022 for which documentary evidence must be substantiated by uploading any one or more of the following set of documents:
 - a. Purchase Order along with respective Good Receipt Note (GRN)/Receipt Challan.
 - b. Purchase Order along with respective Supply Challan duly accepted inspected and passed.
 - c. Purchase Order along with respective Certificate of Execution by the purchaser in their letter head with signature and seal of the issuer.
 - ii) Must have Permanent A/c No, GST Registration Certificate, Valid copy of Trade Licence and Factory Registration Certificate (In case of bidder is manufacturer, if applicable) issued by a competent authority.(Certificate to be uploaded).
 - iii) Must have last three years Balance sheet and Profit & Loss A/c. (audited where applicable) ending March, 2022. (Certificates to be uploaded). In the event of non submission of Audited Balance Sheets for the financial year ending 31.03.2022, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.
 - iv) For authorised Dealers/ Agent/Distributors or Stockiest intending to quote, they must submit Current Valid Unconditional Authorisation Certificate issued by the Principal. (Certificate to be uploaded).
 - v) Valid copy of BIS License of the manufacturer of safety shoe & safety Helmet must be uploaded.
 - vi) Sample of each tendered items are to be marked and labelled so as to correspond with the items in the tender and to be submitted at the sample section of MM Division, KDS, SMP, Kolkata before/within the closing date of tender as stipulated therein.

*Here **similar items** means supply of Safety Shoe for tender item Safety Shoe & supply of Safety Helmet for tender item Safety Helmet.

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

3. Evaluation Criteria

- 3.1 Evaluation will be made on the lowest (L1) landed price quoted against the individual tendered item among the techno-commercially qualified bids subject to the fulfillment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

- 3.2 In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.
4. **PERIOD OF VALIDITY OF OFFERS**
Prices offered in BOQ shall remain valid for evaluation for **120 days** from the date of opening of the Tender.
5. Full particulars as to specification, brand and makers name as must be applicable and delivery schedule, etc. should be stated, failing which the tender may not be considered.
6. **REJECTION OF TENDER DOCUMENTS**
Tenderer is expected to examine the Tender documents including all instruction forms, terms, and specifications in Tender documents. Failure to furnish the information required as per the Tender Documents or submission of e-tender not substantially responsive to the tender Documents in every respect may result in the rejection of the tender.
7. **BIDDERS RESPONSIBILITY TO SATISFY HIS QUERIES**
The tenderer may visit and inspect the site on his own responsibility and obtain all information that may be necessary for the purpose of his tender offer. No excuse of ignorance as to site conditions and local information will be accepted in the event of his not visiting the site/other equipments. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Trustees accept no liability whatsoever in this regard.
8. **CLARIFICATION OF TENDER DOCUMENTS**
Prospective tenderers requiring further information or clarification of the Tender Documents may notify the Materials Manager in writing by Fax at the Materials Manager's mailing address indicated in the invitation for tenders within a reasonable time prior to the time of submission of tender.
9. **AMENDMENT OF TENDER DOCUMENTS**
- 9.1 At any time prior to the deadline for submission of tenders, the Materials Manager for any reason whether at his own initiative or in response to a clarification required by a prospective tenderer may modify the Tender Documents.
- 9.2 For any and all amendments, if any, of the instant tender, such amendments will be hoisted in SMP, Kolkata Website / RailTel's e-NIVIDA Portal / CPP Portal only and no further notification will be made in the newspaper. Accordingly interested bidders are advised to keep close watch on SMP, Kolkata website, <https://smporkolkata.shipping.gov.in/> RailTel's e-NIVIDA Portal, <https://kopt.enivida.in/> / CPP publishing Portal in their own interest.
- 9.3 It is also to be noted that any such amendment will be a part of the instant tender document and will be binding on the bidder and it will be presumed that the bidder has satisfied himself about such amendments hoisted in SMP, Kolkata Website/ RailTel's e-NIVIDA Portal /CPP Portal. The amendment, if any as corrigendum will be binding on the prospective Tenderers.
- 9.4 In order to allow prospective tenderers reasonable time for taking the amendment, if any into account & preparing the tenders, the Materials Manager may at his discretion, extend the deadline for the submission as well as opening of the tenders.
10. **SPECIAL INSTRUCTION:**
- i. In a tender, either the Indian agent on behalf of the principal/ O.E.M or Principal/ O.E.M itself can bid but both can't bid simultaneously for the same item / product in the same tender.
- ii. If any agent submits bid on behalf of the Principal/O.E.M the same agent shall not submit a bid on behalf of another Principal/ O.E.M in the same tender for the same item /product.
11. **OPENING OF TENDERS**
- i. The tender will be opened online. Tenderers can see the Technical and price in their login once it is opened.

- ii. To assist in the examination, evaluation and comparison of tenders, Materials Manager may, at his discretion, ask the tenderer for a clarification of their offer. All responses to requests for clarification shall be in writing and no change in the price or substance of the tender shall be permitted.
12. The Tenders will be evaluated by SMP, Kolkata and only those offers which are substantially responsive to the specifications and terms and conditions will be short listed. Further processing, discussion, etc. will be held only with the short listed tenderers.
13. A bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.
14. **NON-RESPONSIVE BIDDER:**
An offer shall be considered non-responsive if the offer is:-
(a) Received after the date and time specified in the tender.
(b) Not accompanied with E. M. Deposit & cost of tender in case of down loading of tender from website.
(c) Not valid for 120 (One hundred and Twenty) days from the opening date of Techno-commercial bid.
(d) Not accompanied with bid documents not signed, sealed and submitted in the manner indicated in the bid document.
(e) Not in accordance with / deviation from the tender documents.
(f) In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.
(g) Corrections if required to be made in tender papers to be uploaded should be made without using white ink.
(h) Offers non-conforming to the instructions as stated above shall be treated as non responsive and hence such offer/offers may be liable for disqualification.
15. **WITHDRAWAL OF TENDERS**
Withdrawal of tender/offer in the interval between the closing date for submission of tender and the expiry of the period of its validity specified in the tender will result in forfeiture of Earnest Money.
16. **RIGHT TO ACCEPT ANY TENDER OR REJECT ANY OR ALL OFFERS:**
SMP, Kolkata reserves the right to accept or reject any tender and/or part thereof, without assigning any reason. SMP, Kolkata reserves the right to annul the tendering process and reject all the tenders at any time prior to award of contract, without thereby incurring any liability to the affected tenderers or any obligations to inform the affected tenderers the reason for such actions.
17. **NOTIFICATION OF AWARD:**
The Materials Manager shall notify the successful tenderer in writing or by fax or by email to be confirmed in writing that their offer has been accepted.
18. **INDEMNITY:** The contractor shall indemnify the SMP, Kolkata during the various stages of execution of the contract, regarding damages, losses of or injury to, death of-
- i. Third parties
 - ii. Contractor's facilities and equipment
 - iii. Contractor's personnel
 - iv. SMP, Kolkata's facilities and equipment, including the goods supplied under the contract
 - v. SMP, Kolkata's personnel
- SMP, Kolkata shall not be liable for any claims for damage to property, injury or death of personnel of the contractor including his casual workmen etc.
19. **BID SECURITY (EARNEST MONEY):**
The tender is subject to Bid Security (i.e. Earnest Money) of **Rs 30,460/- (Rupees Thirty Thousand Four Hundred Sixty Only)**/-, which is to be submitted in the form of Banker's cheque or Pay Order or Demand Draft drawn on any Nationalized/Scheduled Bank having branch in Kolkata payable at Kolkata in favour of "**Syama Prasad Mookerjee Port Kolkata**" and the same is to be uploaded.

- i) Bid securities of the unsuccessful bidders will be refunded to them without interest at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract without any interest.
 - ii) Bid security will be refunded to the successful bidder on receipt of Performance Security.
 - iii) Bid security shall be forfeited if a tenderer withdraws his offer during the period of tender validity specified by the tenderer or if the successful tenderer fails to furnish the performance security deposit on being advised to deposit the same within a specified time frame.
 - iv) Transfer of Bid Security from any deposits that may be lying with SMP, Kolkata shall not be considered.
 - v) **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.**
 - vi) **The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme)/ Udyog Adhar are eligible for availing benefits under Public Procurement Policy. The firms registered with DGSD or MM division are also not required to pay the EMD & cost of tender.**
 - vii) **Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate/ Udyog Adhar certificate has to be submitted along with the bid.**
 - viii) **Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are exempted from depositing cost of tender document and earnest money having valid NSIC certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) certificate/ Udyog Adhar certificate.**
20. **EXEMPTION FROM SUBMISSION OF TENDER COST/EMD:**
- a. 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.
 - b. The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme) are eligible for availing benefits under Public Procurement Policy.
 - c. Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate/ Udyog Adhar certificate /Udyam Registration has to be submitted along with the bid.
 - d. The firms registered with DGSD or MM division are also not required to pay the EMD & cost of tender. Supporting documents in support of registration should be uploaded.
21. **PERFORMANCE SECURITY:**
- a. The tender is subject to Performance Security for an amount of three per cent (3%) of the value of the contract - which is to be submitted by the successful bidder/s in cash or in the form of Bank Draft/Pay Order drawn on any Nationalized/Scheduled Bank payable at Kolkata in favour of "**Syama Prasad Mookerjee Port Kolkata**", to the Treasurer, SMP, Kolkata, 15, Strand Road, Kolkata-700 001 **within 14 days from the date of placement of contract** and the copy of Treasury receipt is to be submitted to MM Division.
 - b. The proceeds of the security deposit shall be payable to Syama Prasad Mookerjee Port, Kolkata as compensation for any loss resulting out of the tenderers failure to execute the contract.
 - c. SMP, Kolkata will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).

- d. In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order will be cancelled.
22. Exemption: **No Exemption from submission of Performance Security is allowed.**
23. The Materials Manager does not bind himself to accept lowest of any tender or assign any reason for non-acceptance. He also reserves to himself the right to accept any tender in part or in whole. SMP, Kolkata reserves the right to take up to 10% beyond the tendered quantity accepted by the Trustees.
24. The Trustees will not recognize any assignment or endorsement in favour of third parties of any order arising out of this tender other than the authorized dealer/distributor /accredited agents in respect of any payment due by the Trustees against any such order.
25. If delivery of material is not made within the time undertaken, the order may be cancelled without notice.
26. Any default in the supply or failure to deliver an approved quality within the time stipulated shall involve purchase of the whole or any portion of the supply remaining undelivered or unapproved from another source at the risk and expenses of the supplier.
27. All parties quoting should state clearly in bold letters the % of taxes and duties GST (CGST, SGST or IGST as applicable) etc. that will be charged against any item as guidance at the time of placing order.
28. **L. D. Clause** –
- i. If the supplier fails to complete the supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the basic value of the delayed portion of supply, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 5% of the basic value of contract. GST on L.D. amount at the prevailing rate (presently @18%) will be levied.
- ii. Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract.
29. Conditional discount: Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.
30. **JURISDICTION**: The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
31. **INSPECTION AND TESTING**: Inspection of materials shall be done by Trustees' authorized officer of MM Division after delivery of material at the Central Store. The materials to be supplied-by the supplier should strictly conform to the laid down specification of tender / order. If and when-necessary, samples from the supplies may be drawn and the same will be tested by Trustees'-authorized person either at the trustees own arrangement or by Government Test House and if found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost and arrangement.
32. **ARBITRATION**: For the instant tender no Arbitration will be permissible. In case of disputes the decision of the Chief Medical Officer will be final and binding.
33. **PAYMENTS TERMS**: Payment will be made within 30 days from the date of submission of clear bill along with GRN or receipt challan and or other documents required for processing the bill for payment through ECS.
34. In the event of any unforeseen closure of work/holiday on any of the above days the same will be opened/held on the next working day without any further notice.

35. THE OPENING DATE OF TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION AFTER DUE DATE IS OVER.
36. **BID CURRENCY:** Price shall be quoted in I.N.R. only.
37. **GUARANTEE/WARRANTY:** Supplied store is to be guaranteed against any manufacturing defect for a period of 12 months and is to be replaced free of cost in the event of development of such defect within such period.
38. **DELIVERY PLACE:** Materials are to be delivered at Store of Materials Management Division (KDS), 6, Garden reach road, SMP, Kolkata-700023. Supply is to be made within 60 days from the date of placement of order.
39. **PERIOD OF COMPLETION:** Materials are to be supplied within 60 days from the date of purchase order.
40. **LICENCES AND PERMITS:** The contractor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him.
41. If conditions above are not strictly complied with, the tender may not be considered.
42. **SAMPLES:** Sample for the item (for which bidder is participating) is to be marked and labelled so as to correspond with the item in the tender and is to be submitted before / within closing date of tender to the sample section of MM Division , SMP, Kolkata at 6, Garden Reach Road Kolkata – 700023 so as to reach simultaneously with the tender.

LABELLING ON THE SAMPLE:

1.	TENDER NO.
2.	NAME OF THE BIDDER
3.	NAME OF THE ITEM
4.	NAME OF THE PARENT MANUFACTURER / IMPORTER
5.	SAMPLE QUANTITY

43. **Procedure of Sample Selection:** Sample selection will be carried out by a committee of KDS. Bidders may like to witness samples selection on scheduled date and time. Bidders are advised to submit their sample(s) before/within closing date of submission of bids failing which KDS will not be held responsible for non selection of sample(s) and no plea will be entertained afterward in this regards.
44. **Preference to Make in India:** The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India as per the “Public Procurement (Preference to Make in India), Order 2017- Revision regarding”, circulated by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India vide Order No. P45021/2/2017-PP (BE-II) dated 04.06.2020; subsequently revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.
45. **Bidder from a country sharing land border with India:** Any bidder from a country which shares land border with India will be eligible to bid as per the OM No. F6/18/2019-PPD dated 23.07.2020 circulated by the Department of Expenditure (Public Procurement Division), Ministry of Finance, Govt. of India.
46. **Import from Prior Reference countries:** Attention is invited to the provision contained in Ministry of Power, Govt. of India’s Order no. 25-11/06/2018-PG dated 02.07.2020 which reads that “Any import of equipment/components/parts from “prior reference” countries as specified or by persons owned by controlled by or subject to the jurisdiction or the directions of these prior reference countries will require prior permission of the Govt. of India.” It is hereby clarified that for the purpose of aforesaid stipulation, “prior reference” country means a country which shares a land border with India. Attention is further invited to Ministry of Power, Govt. of India’s Order no. 25-4/1/2019-PG-Part (1) dated 02.07.2020

wherein it is clarified that “Notwithstanding above, it is further clarified that the restrictions related to “prior reference” countries will not apply in the following cases:

- A. The bidders/imports from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development of projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External affairs.
- B. Bona fide procurements made through GeM without knowing the country of bidder till the date fixed by GeM for the purpose.
- C. Bona fide small procurements, made without knowing the country of bidder and
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed.

Sd/-
Chief Mechanical Engineer

Annexure C

**Schedule of Requirement
Specifications and Technical Details
Tender no. Str/Advt/13/21-22/10/III dt. 05.01.2022 opening on 21.07.2022**

(To be filled up and uploaded along with Techno-commercial bid)

SL No.	Item Code no.	Description of item	Qty	Make/Brand	HSN Code	% of GST
1	1111457	Light weight safety shoe (Boot) with good quality PU sole and upper portion good quality leather made. I.S.I MARK NO.15298. Size of Safety Shoe is furnished below: NO. 4 - 3 PAIRS NO. 5 - 58 PAIRS NO. 6 - 279 PAIRS NO. 7 - 492 PAIRS NO. 8 - 356 PAIRS NO. 9 - 223 PAIRS NO. 10- 115 PAIRS NO. 11- 13 PAIRS NO. 12- 2 PAIRS	1541 Pairs			CGST in %- (if applicable) SGST in %- (if applicable) IGST in %- (if applicable)
2	1111157	Industrial Safety Helmet (Yellow, Red & White Colour) conforming to IS-2925 1984 (with latest amendment). Having 6 point polymouled adjustable tape strap type head band and also with adjustable chin strap. The head band should be easily replaceable. The helmet should be I.S.I. marked. For use of staff working inside dock area. (The quantity of Yellow , Red, White colour helmets will be mentioned at the time of placement of purchase order)	1512 nos.			CGST in %- (if applicable) SGST in %- (if applicable) IGST in %- (if applicable)

Note:

1. It is certified that our offer is strictly as per specification and technical details as mentioned above.
2. Samples for items are to be submitted before /within closing date of tender submission at Sample Section of Materials Management Division.
3. Brand/Makers name and % of GST (which is applicable) in above column to be submitted.
4. Copy of valid BIS License of the manufacturer of Safety Helmet must be uploaded along with the techno-commercial offer.
5. Copy of valid BIS License of the manufacturer of Safety Shoe must be uploaded along with the techno-commercial offer.

Date:

(Signature & the Seal of the Bidder)

Tender no. Str/Advt/13/21-22/10/III dt. 05.01.2022 opening on 21.07.2022
(To be filled up and uploaded along with Techno-commercial bid)

CHIEF MECHANICAL ENGINEER (I/C)

SMP, Kolkata

Sir,

1. I/We the undersigned hereby tender to supply the Trustees with such of the several articles or items enumerated in the accompanying list as you may select at the price stated therein and on terms as specified in the prescribed agreement.
2. A sum of **Rs 30,460/- (Rupees Thirty Thousand Four Hundred Sixty Only)**- either in the form of Banker's cheque or Pay Order or Demand Draft drawn from a Nationalized/Scheduled Bank in India having branches in Kolkata in favour of "Kolkata Port Trust" is to be furnished with the details viz. Banker's cheque or Pay Order or Demand Draft no.....dated.....Bank.....Branch.....
3. If my/our tender or any portion of it is accepted I/We agree within 10 days of receiving notice of acceptance to execute an agreement, in the prescribed form, and to deposit with the Trustees' Financial Adviser and Chief Accounts Officer, 3% of the value of the accepted Tender, this deposit to be at my/our option either in Cash or in Government of SMP, Kolkata Securities or in National Savings Certificates to an equivalent market value. I/We understand that no interest will be payable on such deposit.
4. I/We agree that if I/We withdraw my/our tender before the receipt of advice of the Trustees decision or if after my/our tender has been accepted in Whole or in part. I/We fail to execute the Prescribed Agreement within ten days after such acceptance the earnest money deposited by me/us may be forfeited, and in the later case the Tender may be cancelled.
5. Notwithstanding anything hereinbefore contained and without prejudice any of the rights of the Trustees' and without in any way effecting any of my/our liabilities. I/We hereby agree and confirm that I/We have pursued and understood the terms and conditions and import of all the causes in the prescribed agreement, a copy whereof has been duly initialed by me/us for identification and submitted with the tender and I/We agree that the terms and conditions contained in the said prescribed agreement shall be deemed to form part of the terms and conditions of the tenders and I/We shall be bound by same.
6. I / We agree not to sub let or assign the Contract for supplies or any part thereof at any benefit there under.
7. I/We bind myself/ourselves to supply, if required to do so up to 110% of the quantities accepted by the Trustees.
8. I/We agree to bear the cost of stamping the agreement.
9. I/We agree that delivery of articles will not be completed until such articles are inspected and passed at destination by an officer of the Trustees whose decision shall be final until such inspection and passing the articles shall remain and or will continue to remain at my/our sole risk. The rates quoted include delivery at Store of Centenary Hospital, SMP, Kolkata.
10. Unless otherwise specified in the order I/We undertake to deliver supplies not later than 24 hours from the receipt of the order if received by noon on a week day or the case of an order received later than noon, 48 hours after such receipt failing which a purchase may be made against me/us in the open market on my/our account and risk and additional cost incurred thereby may be received from the 5 per cent deposit made by me/us in terms of clause 3 or any other way that the Trustees may think fit and proper.
11. I/We agree to all bills for articles supplied being prepared in and paid at the Trustees' Head Office by the existing mode which will absolve the Trustees from all liabilities whatsoever.
12. Samples if any where called for have been marked and labeled so as to correspond with items in the tender.
13. The articles supplied will be in strict accordance with the specification and or description in the Schedule.
14. The price quoted for net weight or net measurement but the prices include cost of containers and delivery to SMP, Kolkata as stated in Tender document.
15. Rate unit have not been altered in the Tender and quotations have been entered in both figures and words.

16. The total value of each item has been shown in the column provided for that purpose.
17. Country of manufacturer has been stated.
18. Charge for work necessary for completion of Contract: - I/We agree to pay all charges for handling, stamping, painting, marking, protecting and preserving patent rights drawings, templates, models and gauges and for all such measures as may be deemed necessary for the proper completion of the Contract even although special provision thereof has not been made in the specification or drawings.
19. Indemnity Clause: - I/We agree to all times to indemnify the Trustees against all claims which may be made in respect of the several articles or items enumerated in the list attached hereto under any patent or other rights and accept responsibilities for all risk or accidents or damage from whatever cause arising; PROVIDED Always that in the Trustees shall notify me /us of same and I/We shall be at liberty at my/our own expense to take steps in the matter that I/We may think fit.
20. REMOVAL OF REJECTED STORES: - I/We agree to remove within a fortnight from the date of rejection of any stores delivered by me/us and such rejected stores shall lie at my/our risk and rent may be charged at the Trustees' option. If I/We fail to remove such stores within a fortnight of rejection the Trustees shall have the right to dispose of the same and I/We shall have no claim against the Trustees in respect of the said (rejected) stores.
21. For non-observance of any of the terms of the tender and/or Agreement or otherwise the Trustees have absolute right without assigning any reasons to cancel the tender and /or the agreement and I/We shall be liable for all losses and damages arising there under and this is without prejudice to all other rights and remedies of the Trustees.
22. It is distinctly understood by and between the parties that notwithstanding anything hereinbefore contained the Trustees without prejudice to any of their rights shall be at liberty to deduct set off or adjust out of any money that may become refundable or payable by the Trustees to the tenderer in respect of the present tender or out of the security deposit in respect of the present tender any sum of sums that may be payable or has become payable by the tenderer to the Trustees or recoverable from the tenderer in respect of any other tender or contact between the tenderer and Trustees in these respect, the decision of the Trustees' Chief Medical Officer shall be final and binding on both the parties.
23. I/we further confirm that I/we have carefully gone through the whole of the tender documents and understood the same.
24. It is also confirmed that no part of the tender document has been changed/modified by me/us.
25. Further, I/we confirm that statement of facts/figures information incorporated in my/our Offer is correct.

Dated2022

yours faithfully

Address.....

Signature.....

Seal:

Form-1

(To be filled up and uploaded along with Techno-commercial bid)

Code No: 1223740

S – 10 (a)

Tender no. Str/Advt/13/21-22/10/III dt. 05.01.2022 opening on 21.07.2022

Tender for Procurement of Safety Shoes and Safety Helmets for KDS of SMP, Kolkata

To,
The Chief Mechanical Engineer
SMP, KOLKATA
6, Garden Reach Road, Kolkata – 700023

I / We hereby tender to supply and deliver the articles noted above to your Materials Management Division of KDS under SMP, Kolkata at the rate quoted in price schedule.

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

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

Date:

Place:

Full Name in Block Letters:

Signature of Tenderer with Official Seal

Address:

Telephone:

Fax

E MAIL ID:

Form 2

**(To be filled up and uploaded along with Techno-commercial bid)
GENERAL PARTICULARS OF THE TENDERER**

Tender no. Str/Advt/13/21-22/10/III dt. 05.01.2022 opening on 21.07.2022

Tender for Procurement of Safety Shoes and Safety Helmets for KDS of SMP, Kolkata

- 1 Name of the Bidder :
- 2 Official Address for communication
a) Telephone :
Cell Phone :
b) Fax :
c) E-mail address :
- 3 Valid Trade License :
(Upload Photo Copy)
- 4 Valid Factory License (If applicable) :
(upload Photo Copy)
- 5 PAN :
(Upload Photo Copy)
- 6 GST Registration no. :
(Upload Photo Copy)
- 7 Have you ever been debarred by any Govt. :
department or Govt. Undertaking to carry
out any work
- 8 Please upload order copies of having :
experience in successfully executing supply
of similar items during last two years ending
30th April 2022.
- 9 Particulars of Cost of tender & EMD :
deposited
(Upload photocopy of T.R.)
- 10 Whether the bidder is a Manufactures or :
their Authorized Agents /Dealers /
Distributors /Stockiest

Date:

(Signature & the Seal of the Bidder)

Form 3

Tender no. Str/Advt/13/21-22/10/III dt. 05.01.2022 opening on 21.07.2022

Tender for Procurement of Safety Shoes and Safety Helmets for KDS of SMP, Kolkata

(To be filled up and uploaded along with Techno-commercial bid)

To,

SMP, Kolkata

15, strand road, Kolkata-700001

Format for payment through ECS/RTGS

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

(Signature with official seal)

NB: A cancelled cheque is to be enclosed.

Form 4
(To be filled up and uploaded along with Techno-commercial bid)
Tender no. Str/Advt/13/21-22/10/III dt. 05.01.2022 opening on 21.07.2022

Tender for Procurement of Safety Shoes and Safety Helmets for KDS of SMP, Kolkata

Contract acts with suppliers/service providers.

Tax Clause

For Tax inclusive contracts

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

For Tax exclusive contracts

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

Change in law clause

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

General Terms & Conditions

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

(Signature with official seal)

CHECK LIST

Tender no. Str/Advt/13/21-22/10/III dt. 05.01.2022 opening on 21.07.2022

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

Sl. No	Documents Description	YES/NO	Page No.
1	Copy of GST Registration Certificate		
2	Copy of of PAN Card		
3	Copy of Valid Trade Licence		
4	Copy of Valid Factory Licence		
4	Credential of having experience in successfully executing supply of similar items (similar to items tendered out) during last 2 years ending 30.04.2022 for which as per clause no.1 (i) of Annexure B at Page 7		
5	Copy of last three years Balance Sheet and Profit & Loss A/c. (audited where applicable) ending March, 2022 as per clause no. 1(iii) of Annexure B at Page 7		
6	Authorization Certificate (if applicable) as per clause no. 1(iv) of Annexure B at Page 7		
7	Copy of Treasury Receipt/Original D.D. towards deposit of Tender cost & EMD		
8	Duly filed signed stamped copy of Annexure – C & D of the subject NIT		
9	Duly filed signed, stamped copy of Form 1,2,3&4 of the subject NIT		
10	Valid Copy of BIS License of the manufacturer of Safety Shoe		
11	Valid Copy of BIS License of the manufacturer of Safety Helmet		
12	Any other documents		

Note : Page no should be mentioned on all uploaded documents.

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

Offer No. _____

Authorized Signatory of the Tenderer

Date: _____

(With official Seal and date)